

# University of Wisconsin-Oshkosh

## REQUEST FOR BID

AGENT: **Jesse Crain**

## THIS IS NOT AN ORDER

Questions regarding this bid – see Section 3.1

For Submittal of Bid Instructions – see Section 1

BID NUMBER: JJC-22-355

ISSUE DATE: 12/22/2021

DUE DATE: 01/28/2021

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 University Procurement. Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible. The bid abstract will be on file and is open to public inspection only after award determination has been made.

<b>UW Oshkosh Marching Band Uniforms</b>
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In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the University Procurement 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 #:

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## 1 SUBMITTAL INSTRUCTIONS

**BIDS MAY BE EMAILED TO: [crainj@uwosh.edu](mailto:crainj@uwosh.edu)**

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**

The University accepts completed bids e-mailed to [crainj@uwosh.edu](mailto:crainj@uwosh.edu) provided (i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date.

Submitting a bid to any other e-mail address than [crainj@uwosh.edu](mailto:crainj@uwosh.edu) does not constitute receipt of a valid bid by Procurement. Proof of transmission doesn't constitute proof of receipt.

Email submissions may not be greater than 25 megabytes. Any email file greater than 25 megabytes will be rejected by the email server. It is the responsibility of the sending party to confirm emailed bid responses were received by the Purchasing office prior to bid due date.

## 1.1 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**)
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 B)
5. Vendor Information Form (Attachment C)
6. Client Reference List (Attachment D)

## 2 GENERAL INFORMATION

### 2.1 Purpose

The University of Wisconsin-Oshkosh, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," on behalf of Department of Music hereinafter referred to as "University," requests bids for the purchase of uniforms for our Marching Band.

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

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 MAY DISQUALIFY YOUR BID.** This contract bid document and the awarded bidder's (Contractor's) response information shall become the Contract.

### 2.2 Scope

Founded in 1871, University of Wisconsin Oshkosh is a regional public institution of higher education comprised of three campuses, and one of 11 comprehensive universities in the University of Wisconsin System. With campuses in Oshkosh, Fond du Lac and Menasha, UW Oshkosh serves more than 14,000 students and offers more than 110 certificate, associate, baccalaureate, master's and doctorate degree programs in both traditional classroom and online settings. UW Oshkosh is a research-enhanced, comprehensive university that serves as the educational,

cultural and economic engine for 1.2 million citizens in the region. Learn more about us: Oshkosh campus, Fond du Lac campus and Menasha campus. Currently, our University will be starting a marching band, which is scheduled to being full performance in the fall of 2022. This RFB will be for the uniforms for the new marching band.

See Specifications (Section 6 and Attachment B) and/or Itemized Bid List (Attachment B) 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.

## 2.3 Definitions

The following definitions are used throughout this document:

**Agent** means University Procurement Agent responsible for this Request for Bid. Full contact information can be found in Section 3.1.

**Bid** means Request for Bid.

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

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

**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.

**Department** means University Department of Music.

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

**GSA** means General Services Administration.

**MBE** means Minority Business Enterprise.

**Purchasing Card** means State credit card.

**Procurement** means the Procurement Office in the Division of Finance and Administration responsible for the procurement of goods and services on UW Oshkosh campus, located at **800 Algoma Blvd, Dempsey 236, Oshkosh, WI 54901**

**State** means State of Wisconsin.

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

**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.

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

## 2.4 E-Supplier Registration

Registration on the State of Wisconsin's Wisconsin VendorNet Portal is available free of charge to all businesses and organizations that want to sell to the state or University system. Only vendors who are registered in Wisconsin's VendorNet Portal are guaranteed to receive notice of State of Wisconsin solicitation opportunities in their commodity or service area. To register with Wisconsin e-Supplier Portal navigate to:

<https://vendornet.wi.gov/Home.aspx> Registration allows a vendor to:

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

## 2.5 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.).

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

## 2.6 Electronic Commerce/Online Ordering

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

## 2.7 Campus Delivery Requirements

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

2.7.2. Any unique delivery arrangements must be pre-approved by contacting the ordering Department Parking

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW-Oshkosh Transportation Services at 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 Discriminatory Boycotts of Israel

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

## 2.11 Supplier Diversity

### 2.11.1 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 Colleges and Extension is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that Wisconsin Certified minority-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.

### 2.11.2 Woman-Owned Business Enterprise Program (WBE)

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>



### 2.11.3 Disabled Veteran Owned Business Program (DVB)

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs 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 DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>

### 2.11.4 VETERAN-OWNED BUSINESS Program (VB)

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037).

Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State Contracts.

## 3 BID PROCESS INSTRUCTIONS

### 3.1 Clarifications and/or Revisions through Designated Contact

All communications and questions in regard to this request must be in writing and must reference the bid number. Bidders are required to e-mail written questions to the Agent.

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

ADMINISTRATIVE:

Jesse Crain  
Director of Procurement  
University of Wisconsin-Oshkosh  
800 Algoma Blvd  
Oshkosh, WI 54901  
E-mail: [crainj@uwosh.edu](mailto:crainj@uwosh.edu)

PHONE 920.424.0317

TECHNICAL:

Joseph Scheivert  
Marching Band Director  
E-mail: [scheivertj@uwosh.edu](mailto:scheivertj@uwosh.edu)  
PHONE 920.424.2276

If a Bidder fails to notify the Purchasing Office of an error in the Bid 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 BID, 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 Bid are prohibited, except as authorized by the Bid manager during the period from date of release of the BID the notice of award is released. Contacting anyone other than the Designated Contact(s) above may disqualify your BID.

**3.2 Applicable Dates**

Date	Event
December 22, 2021	Date of Issue of the Bid
January 7, 2022	Written questions due
January 28, 2022	BID Due Date (CST/CDT)

**3.3 Contract Term**

The initial term of this contract shall be date of award, through one year after date of award. This contract will be automatically renewed for **one (1)** additional one-year term, unless termination clause 5.17 is optionally utilized. Contract end date will be **January 31, 2023**

**3.4 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.

**3.5 Oral Presentations, Product Demonstrations and Site Visits (Pre-Award)**

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

### 3.6 Proprietary Information

Any information contained in the Bidder's response that is proprietary must be detailed separately on the attached Designation of Proprietary and Confidential Information 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). Pricing information cannot be kept confidential.

### 3.7 Accommodations for Individuals with Disabilities

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. Please contact Jesse Crain at [crainj@uwosh.edu](mailto:crainj@uwosh.edu) or 920.424.0317 to make a reasonable accommodation request.

### 3.8 Method of Bid

3.8.1 The Bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, unit price shall prevail.

### 3.9 Method of Award

3.9.1 Award(s) shall be made on the basis of the lowest extended net total price for all items listed on the Itemized Bid List, 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

#### **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.

### 3.10 Oral Presentations, Product Demonstrations and Site Visits (PreAward)

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

## 4 BIDDER QUALIFICATIONS

### 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

The Bidder (company or its principals) must be in the business of providing Marching Band Uniforms and service and must have done so for the past 5 years.

### 4.3 Authorization

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer.

### 4.4 Client List / References

Bidder must supply upon request **or** with their bid a client list of three (3) firms to which similar items/services have been provided during the past three (3) years to a comparable sized institution or company (see Bidder Required Form, DOA-3832). 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 should 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.

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence.

### 4.6 Trademark

Bidder may be able to be a UW-Oshkosh 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 may 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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

## 5 PERFORMANCE AND CONTRACT REQUIREMENTS

### 5.1 Firm Prices

Prices must remain firm for one year from the date of the signed contract. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

### 5.2 F.O.B.

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

If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified 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 Contractor in bid price or discount may disqualify your bid.

### 5.3 University Imports

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 broker identified on the purchase order.

### 5.4 Timeliness of Delivery

Delivery is desired as soon as possible after receipt of an order. For the purposes of this Bid, delivery shall be no later the July 1, 2022. State on the Itemized Bid List when delivery can be made for each item. 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 1 working day of receipt of order or release against existing order(s).

## 5.5 Item Return Policy

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

## 5.6 Additional Items/Services

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

## 5.7 Acceptance and Testing (Post Award)

Acceptance testing will occur within ten (10) business days after the item/service has been delivered. Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements.

If the item/service does not meet specification or performance requirements, the Contractor will have fifteen (15) business days to meet requirements. If after this time-period the item/service still does not meet specifications or performance requirements, the Contractor agrees to remove the item and return any payments that may have been made.

Director of Marching Band, or his/her designee, is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.

## 5.8 Invoicing Requirements

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

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt of properly submitted invoices by University Accounts Payable. Before payment is made, Accounts Payable must verify that all invoiced charges are correct per this Contract. Only properly submitted invoices will be officially processed for payment.

The Prompt Payment Policy requires that your invoices be clear and complete and in conformity with the list below and must be itemized showing:

- Contractor name
- remit to address
- purchase order number
- release number if given
- date of order/release
- item manufacturer's name or abbreviation (if applicable)
- complete item description including catalog, model and/or stock number(s) match those stated in bid
- 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 of Wisconsin-Oshkosh, Accounts Payable, Dempsey 236, 800 Algoma Blvd, Oshkosh, WI, 54901, or [accountspayable@uwosh.edu](mailto:accountspayable@uwosh.edu) unless the customer identifies and establishes a different bill-to location.

Order confirmation shall contain the same detail as listed in Section 5.9.1 and should be sent to 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.

## 5.9 Payment Terms

Payment will not be made until the item/service is determined to meet all specifications and has been accepted by the University. The University will pay the Contractor Net 30 as accepted by the University.

## 5.10 Shipments, Duplicates and Overshipments

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

## 5.11 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.

## 5.12 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 and on an annual basis throughout the term of the Contract.

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

## 5.13 Performance Meetings

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

## 5.14 Subcontracting

- 5.16.1 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.
- 5.16.2 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.

- 5.16.3 Subcontractors must abide by all terms and conditions under this Contract.
- 5.16.4 Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

## 5.15 Activity Reports

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

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

## 5.16 Contract Termination

- 5.18.1 The University may terminate the Contract at any time, without cause, by providing ten (10) business 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.
- 5.18.2 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 fifteen (15) business 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 failure to delivery products or services on time or failure to provide any of the Terms, Conditions or Specifications.
- 5.18.3 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.
- 5.18.4 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.
- 5.18.5 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.
- 5.18.6 All notices of performance failure must be submitted in writing to University of Wisconsin-Oshkosh. Purchasing Department, 236 Dempsey, 800 Algoma Blvd, Oshkosh, WI 54901. Purchasing shall



be final authority for all performance failure determinations not resolved through the ordering department.

### 5.17 Other Eligible Purchasers

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities shall be eligible to purchase off of this contract.

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.

### 5.18 Record and Audit

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

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

### 5.19 Entire Contract

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The BID, 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 **JJC-22-355**, dated **12/22/2021** including amendments/attachments
- C. Bidder response to BID.
- 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 BID 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 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 shall be held liable.

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

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

## 5.20 Random Sampling

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

## 5.21 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.

# 6 SPECIFICATIONS

## 6.1 Specification

The use of a name of an item, material, product, special brand or make, in describing any item herein, does not restrict bidders to that particular item, unless otherwise stipulated. This means being used simply to indicate the quality, cost, tailoring and workmanship of the article desired or acceptable; however, the goods and processes on which proposals are submitted must, in all cases, be equal or better in quality. Each and every deviation from the Specifications or the General Conditions must be itemized on the Deviations Form. In the event there are no deviations from either the Specifications or the General Conditions, an entry must be made on the Deviations Form stating "no deviations". The Deviations Form is an integral and required part of the official bid of each company.

To obviate the constant repetition of the phrase, "or equal, or higher quality, or of higher cost," it is hereby stipulated that such phrase is to be completely understood to be applicable to all stipulated particulars, except in those cases wherein it is specified that certain items, processes, etc., are not desired or acceptable to the Buyer. When comparing vendors' samples with these specifications, we intend to use the construction features contained herein. When there are no notations on the Deviations Form, it will be understood that the Bidder is offering to furnish any items, processes, etc., and all item, processes, etc., in strict compliance with the Specifications and General Conditions. Statements or communications which serve to qualify any proposal shall void such detail, information, and accompanying specifications. Deviations are not intended.

If the Bidder intends to deviate from the specifications by utilizing any different materials, items, treatments, finishes, under construction, tailoring details, et cetera, contrary to those listed as standards in the specification, then the Bidder must list all deviations on this form and include diagrams related to construction. In the event that there are no deviations, then the Bidder shall enter "NO DEVIATIONS" on this form. The Bidder then assures the Buyer of their full compliance with the specifications and conditions.

**\*\*FAILURE TO LIST AND DIAGRAM SUCH DEVIATIONS, IN DETAIL, WILL RESULT IN DISQUALIFICATION OF THE BIDDER\*\***

The University will be the sole judge of equivalent acceptability between Bidders responses.

## 6.2 Warranty

Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract. Bidder must indicate warranty term on Bidder Response Sheet and should enclose standard warranty documents with your bid.

- 6.2.1 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.

## 6.3 Maintenance or Repair

Service and/or maintenance of this equipment may be required. Indicate on the Bidder Response Sheet whether work is performed on your site or ours, response time on any work requested, the number of miles your site is from ours, if work is performed on your site.

- 6.3.1 Contractor must perform all maintenance on site unless University grants permission to remove equipment from site.
- 6.3.2 Contractors must have access to replacement parts within ten (10) business days to service all products identified under this bid.
- 6.3.3 Service calls received in the a.m. must be acknowledged in p.m. of the same day or p.m. must be acknowledged by noon the following work day, and products must be serviced within seventy-two (72) 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.

## 6.4 Contracting With Other Vendor

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.

## 6.5 Employee Identification

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

## 6.6 Third Party Financing

Bidders that are bidding on Leases or Rentals using a third party for financing must identify the company, quote the interest rate, and include a copy of their lease or rental contract.

## 6.7 Environmentally Friendly "Green" Products

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.



## 7 ATTACHMENT A – BIDDER RESPONSE 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
<b>SUBMITTAL INSTRUCTIONS</b>			
	Have you included ____ complete set(s) of your bid? (only one (1) copy required if e-mailing)	<input type="checkbox"/>	<input type="checkbox"/>
1.1	Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
1.2	What order method will you accept orders against this contract: <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Internet <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> Other: _____		
1.3	Do you certify that neither your organization nor your principals are presently engaged in a boycott in the State of Israel?	<input type="checkbox"/>	<input type="checkbox"/>
	Do you certify that neither your organization nor your principals will, during the term of the contract, engage in a boycott in the State of Israel?	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Will you meet all the requirements for samples and evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
1.5	Are you in the business of providing marching band uniforms and has your company or its principals done so for the past 5 years?	<input type="checkbox"/>	<input type="checkbox"/>
1.6	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?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	(Identify account number with manufacturer, as applicable.) Account # _____		
1.7	Will you provide a client list? (see Attachment E)	<input type="checkbox"/>	<input type="checkbox"/>
1.8	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? _____ _____ _____		

- 1.9 Do you agree to no minimum order quantity or dollar amount?
- 1.10 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**
- 2.1 **Specific Items:** Do you agree to firm prices as stated?
- 2.2 Will you provide additional copies to Purchasing and University departments upon request?
- 2.2 Are you bidding all prices F.O.B. Destination, delivery charges and risk of loss borne by the Contractor? (Be sure to read Section 5.2 carefully)
- Country of Origin \_\_\_\_\_  
Shipping Point \_\_\_\_\_
- 2.3 Can you meet delivery requirement?    
If not, state delivery time \_\_\_\_ days After Receipt of Order (ARO).
- 2.4 Will you notify ordering department of backorders, discontinuation or delays as stated?
- 2.5 Do you agree with return policy? If not, state your return policy in detail.
- 2.6 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?
- 2.7 Do you agree to terms regarding duplicates and overshipments?
- 2.8 Will you provide instructions on set-up and operation as required?
- 2.9 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required and will you add 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 liability policies on any insurance certificate provided.*
- 2.10 Do you agree to subcontracting terms and conditions?
- 2.11 Can you report on items purchased on this contract if requested?
- 2.12 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: \_\_\_\_\_
- 2.13 Have you documented exceptions in the format requested?
- 3.1 Are you bidding items as specified on the Itemized Bid List?

If "NO", include information on alternates as required in Section 6.1 with your bid response.

- 3.2.1 Will you honor manufacturer standard warranty?    
If YES, have you enclosed standard warranty documents?    
Warranty term: \_\_\_\_\_
- 3.2.2 Have you included the maintenance information and a sample maintenance contract form?
- 3.2.3 Will you use only manufacturer-trained personnel for this contract?    
# of years experience? \_\_\_\_\_
- 6.3.1 Is work performed at UW site or vendor site? \_\_\_\_\_    
Response time on work requested \_\_\_\_\_  
Number of miles from vendor site to UW site \_\_\_\_\_
- 6.3.2 Will you have access to replacement parts within five (5) business days to service all products listed?
- 6.4 Is equipment used?    
State warranty \_\_\_\_\_
- 6.5 Will you agree to have all employees wear appropriate identification?
- 6.6 Will you be using third party financing?    
If so, have you included a copy of the lease/rental contract?    
Third Party Company \_\_\_\_\_ Interest Rate \_\_\_\_\_
- 6.7 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?

## 8 ATTACHMENT B – BID SPECIFICATIONS AND ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this BID. PLEASE REVIEW SEPARATELY ATTACHED BID SPECIFICATIONS AND FILL OUT ATTACHMENT B-ITEMIZED BID LIST EXCEL SPREADSHEET ATTACHED TO THIS DOCUMENT

## 9 ATTACHMENT C – 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:		Email	

**Contract Renewals / Problems**

Name:			
Telephone:		Email	

**Sales Representative**

Name:			
Telephone:		Email	

**Ordering / Expediting**

Name:			
Telephone:		Email	

**Returns**

Name:			
Telephone:		Email	



**Invoice Information**

Name:			
Telephone:		Email	

**Affirmative Action (see Section 17 in [Standard Terms and Conditions](#))**

Name:			
Address:			
City/State/Zip:			
Telephone:		Email	

**Supplier Diversity Reporting (see Section 2.11)**

Name:			
Address:			
City/State/Zip:			
Telephone:		Email	

**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

## 10 ATTACHMENT D – CLIENT REFERENCE LIST

1. Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Internet address: \_\_\_\_\_  
Description and date(s) of commodities and services provided: \_\_\_\_\_  
\_\_\_\_\_

2. Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Internet address: \_\_\_\_\_  
Description and date(s) of commodities and services provided: \_\_\_\_\_  
\_\_\_\_\_

3. Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Internet address: \_\_\_\_\_  
Description and date(s) of commodities and services provided: \_\_\_\_\_  
\_\_\_\_\_

**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.**

## 11 ATTACHMENT E – 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 necessary to establish equivalency. The University 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 the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
  - 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 equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 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 purchasing cards shall be placed directly to the Contractor by University. No other purchase 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.
- 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 a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other 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, 432 N. Lake Street, Rm. 501, Madison, WI 53706-1498.
- 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 over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than 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.
- 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, the Contractor 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 to obtain 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.
- 17.6 Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.
- 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).
- 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 performing services to the University shall:
- 22.1 Maintain worker's compensation insurance as required by 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.
- 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 Bidder Required Form (DOA-3832). 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 their knowledge, that they have no 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 incorporating recycled 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.
- 34.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 35.0 **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 36.0 **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 37.0 **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.

**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.

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