

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR BID (RFB) PS-21-2768

UNIVERSITY OF WISCONSIN EXTENDED CAMPUS BOOKSTORE SERVICES

DATE OF ISSUE: March 15, 2021

PROPOSAL DUE DATE: April 7, 2021

State of Wisconsin
Wis. Statutes s.16.75
DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO:
 (Return this page only.)

AGENCY ADDRESS:

University of Wisconsin System Administration
 Office of Procurement
 780 Regent Street, Suite 105
 Madison, WI 53715

REQUEST FOR BID

Bookstore Services
 For
 University of Wisconsin Extended Campus

THIS IS NOT AN ORDER
 BIDDER (Name and Address)

☐ Remove from bidder list for this commodity/service.

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # PS-21-2768. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

April 7, 2021 at 2:00 PM CST

Name (Contact for further information)

Paul D. Schlough, Procurement Specialist Senior

Phone

(608) 265-0557

Date

March 15, 2021

Quote Price and Delivery FOB

☐ Fax bids are accepted

☐ Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		Bookstore Service for University of Wisconsin Extended Campus Bid Meeting January 11, 2020.		

Payment Terms Net 30

Delivery Time

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. 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. Materials covered in our bid 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

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement 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 above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities

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1 Introduction and Purpose

1.1 Purpose of the Request

PURPOSE OF THE REQUEST FOR BIDS: The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for Bookstore Services at the University of Wisconsin Extended Campus.

The State as represented by the University of Wisconsin System Administration (UWSA) intends to use the results of this process to award a contract for Bookstore Services on behalf of the University of Wisconsin Extended Campus identified in this bid document and the University of Wisconsin Board of Regents

1.2 Reasonable Accommodations

REASONABLE ACCOMMODATIONS: The University of Wisconsin System Administration (UWSA) will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact Paul D. Schlough, Procurement Specialist - Senior in representation of the University of Wisconsin System Administration Office of Procurement at 608-265-0557 (voice).

1.3 Scope

SCOPE: The University of Wisconsin System Administration (UWSA) intends to utilize this bid for (this purchase only or all purchases for a year, etc.) the purchase of Bookstore Services on behalf of the University of Wisconsin Extended Campus named in this Bid document.

1.4 Overview of Procuring Agency

OVERVIEW OF PROCURING AGENCY: The University of Wisconsin System Administration performs administrative and executive functions for the University of Wisconsin System and its Institutions.

1.5 Contract Length

CONTRACT LENGTH: It is the intent of the University to commence the resulting contract on or about July 1, 2021. The contract term will be for a four (4) year period from the effective date with three (3) automatic one (1) year extensions. The contract shall be automatically extended unless either party notifies the other in writing one hundred and twenty days prior to the anniversary date.

The total contractual length will be seven (7) years.

1.6 Method of Award

The award shall be made to the responsive bidder who submits the highest commission percentage or the annual guarantee commission, whichever is greater or which is in the best interest of the University. The University shall determine if the bidder is financially, managerially and operationally capable of providing the required services based on the vendor's response to this bid. Only those vendors determined to be capable and currently operate Bookstore Services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the Contractor's management prior to award of this bid.

1.7 Parties to the Contract

The contract shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin Superior, hereafter referred to as the "University" and the successful bidder hereafter referred to as the "Contractor" for the provision of Bookstore Services according to the terms set forth herein. The Chief Business Officer of UW Extended Campus shall be the representative of the University responsible for the administration of the contract and referred to herein as "the appropriate campus authority".

1.8 Cancellation and Termination

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.

The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest.

The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days' notice in writing by registered or certified mail of its intention to cancel this contract.

Should the University breach any terms or provisions of this contract, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Contractor may cancel the contract by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to cancel this contract.

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

If the Contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.

1.9 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state including the University of Wisconsin System. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2 Bid Procedures and Instructions

2.1 Method of Bid/Submission

Vendors must submit an electronic original, marked as such, with all materials required for acceptance of their bid by the deadline shown on this Request for Bid Form. Vendors must also submit one electronic copy with all proprietary information redacted from the Bid Submittal. The copy must be clearly labeled and marked "Redacted Copy".

Submission must be made to:

University of Wisconsin System Administration Office of Procurement
Attn.: Paul D. Schlough, Procurement Specialist, Senior
Room Number 105
780 Regent Street
Madison, WI 53715

Via the following email address: pschlough@uwsa.edu

All Bids must be received by the University of Wisconsin System Administration Office of Procurement via email pschlough@uwsa.edu prior to the stated due date of 2pm Central Time April 7, 2021. The Time of Email Receipt of bid to pschlough@uwsa.edu will be considered the time stamp. **Bids received after the 2pm Central Time April 7, 2021 due date will be considered late and will not be accepted as a legitimate bid.**

The instructions for submitting an Request for Bid submission are as follows:

Strongly preferred Method:

- Place an electronic copy of your complete Bid Submission in a secure on-line folder which Paul D. Schlough, UWSA Senior Procurement Specialist is granted permission to access.
- Place an electronic copy of your Redacted Bid Submission in the same folder as a separate file.
- Send Paul D. Schlough, UWSA Senior Procurement Specialist a link to access that folder by the due date for submissions, 2:00 p.m., Thursday, April 7, 2021 at email address pschlough@uwsa.edu.
- Files will be downloaded by UWSA Procurement upon receipt, but not reviewed until after the due date of this RFB.

- Please make certain that the necessary permissions are granted to UWSA Procurement to access the folder and download the files. If password protected, please send the password to pschlough@uwsa.edu via a separate email by the due date specified on this RFB.

If unable to use the Strongly Preferred Method (above):

- Email the RFB as an attachment by the due date for submissions, 2:00 p.m. Thursday, April 7, 2021 to pschlough@uwsa.edu.
- Send a separate email with the date and time the RFB was emailed.
- Please be aware that UWSA e-mail subsystem may trap e-mail containing large attachments and/or certain types of encryption and/or embedded macros to subject it to additional screening.
- If possible, please use the "Strongly Preferred Method".
- Note: Allowable Attachment Size for UWSA Email Receipt is **10MB**.

If you have questions, please reach out immediately to Paul D. Schlough – UWSA Senior Procurement Specialist at pschlough@uwsa.edu or via phone 608-265-0557.

2.2 Calendar of Events

CALENDAR OF EVENTS: Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the University of Wisconsin System finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB. Site surveys and inspections will take place at UW-Superior in the Wind River Room of the University Center at 1:00 PM CST.

DATE	EVENT
Date of issue of the RFB	March 15, 2021
Bid Meeting	March 23, 2021 at 2pm
Bids Due @ 2pm CST	April 7, 2021
Public Bid Opening	April 7, 2021 @ 2pm Via Conference Call: Number:
Estimated Intent to Award Date	April 12, 2021
Estimated Appeals Time Frame	April 12, 2021 through April 19, 2021
Estimated Board of Regent Approval	April 8 & 9, 2021
Estimated Award Date	April 20, 2021
Estimated Implementation Period	April 20, 2021 through June 30, 2021
Contract Start Date	July 1, 2021

Please contact the following for parking arrangements, if needed:

INSTITUTION	CONTACT
UW-Extended Campus	Jason Beier Chief Business Officer University of Wisconsin Extended Campus Madison, WI Phone: (608) 890-1297 Email: jason.beier@uwex.edu

2.3 Format of Bid

Vendors responding to this RFB must comply with the following format requirements:

2.3.1 Signed Request for Bid Sheet

Include here the signed Request for Bid sheet included with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices/commissions in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices/commissions quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition

2.3.2 State of Wisconsin Terms and Conditions

These standard and supplemental terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions. **Submission of any standard vendor contracts as a substitute for language in the terms and conditions will result in rejection/disqualification of the vendor's Bid.** The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

2.3.3 Additional Information

Include here the completed Vendor Data Sheet and Vendor Reference Data Sheet and any other forms required in the bid. Include all additional information that will be essential to an understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.

2.3.4 Cost Information

Provide cost information on the Request for Bid sheet or the cost sheets included in this RFB. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

2.4 Multiple Bids

Multiple bids from a vendor will be permissible however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included.

2.5 Incurring Costs

INCURRING COSTS: The State of Wisconsin and University of Wisconsin System (including the Board of Regents of the University of Wisconsin System, its officers, agents and employees) are not liable for any cost incurred by a vendor in the process of responding to this RFB.

2.6 Questions

Any questions should be directed to Paul D. Schlough, UWSA Procurement via email at pschlough@uwsa.edu:

University of Wisconsin System Administration, Office of Procurement
Attn: Paul D. Schlough, Procurement Specialist Senior

Please Note: This is a Request for Bid. No exceptions to the terms and conditions will be accepted or granted.

2.7 News Releases

NEWS RELEASES: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the University of Wisconsin System Administration Office of Procurement.

Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

3 Bid Acceptance, Evaluation and Award

3.1 Bid Opening

BID OPENING: Bids will be opened on **April 7, 2021 at 2pm CST** at via Conference Call. Names of the bidders may be read aloud at that time.

All bids shall **REMAIN FIRM** for a minimum of ninety (90) days from the date of bid opening

3.2 Bid Acceptance

Bids which do not comply with instruction or are unable to comply with the specifications contained in the RFB may be rejected by the University of Wisconsin System Administration Office of Procurement. The University of Wisconsin System may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The University of Wisconsin System Administration Office of Procurement shall be the sole judge as to compliance with the instructions contained in this RFB.

3.3 Bid Evaluation

The award shall be made to the responsive bidder who submits the highest commission percentage or the annual guarantee commission, whichever is greater, or which is in the best interest of the University. The University shall determine if the bidder is financially, managerially, and operationally capable of providing the required services based on the vendor's response to this bid. Only those vendors determined to be capable and currently operate

Bookstore Services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the Contractor's management prior to award of this bid.

Bids from certified Minority Business enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. S. 16.75(3m).

3.4 Notification of Intent to Award

Any vendors who respond to this RFB, with a bid, will be notified in writing of the State's intent to award the contract(s) as a result of this RFB.

After notification of the intent to award is made, and under the supervision of University of Wisconsin System Administration Office of Procurement staff, copies of bids will be available for public inspection 8:30 a.m. to 4:30 p.m. by appointment. Vendors should schedule reviews with Paul D. Schlough, Procurement Specialist Senior at pschlough@uwsa.edu to ensure availability for review.

3.5 Appeals Process

Any intent to appeal the University's award must be made no later than five (5) working days after the award notice is issued by System Office of Procurement. Written notice of appeal must be filed with the President of the University System in care of:

Brent Tilton
Director, System Office of Procurement
University of Wisconsin System Administration
780 Regent St
Madison, WI 53715
Email Address: btilton@uwsa.edu

A complete written dispute must be received by the Director, System Office of Procurement no later than ten (10) working days after the award notice is issued. Notices of intent to dispute, and disputes, must be made in writing.

4 Special Terms and Conditions

4.1 Performance Bond or Irrevocable Letter of Credit

The successful bidder, hereafter referred to as "vendor and/or Contractor", shall be required to furnish a performance bond in the amount of one hundred fifty thousand dollars (\$150,000). Such bond must be furnished upon notification by the University of Wisconsin System Office of Procurement, hereafter referred to as "System Office of Procurement", and prior to contract award.

In lieu of the performance bond, the Contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. If an irrevocable letter of credit is used, the period shall extend one month beyond the contract expiration date. The performance bond

or letter of credit shall provide that in the event of non-renewal, the Office of Procurement, and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

4.2 Site Visit/Inspection of Premises

This is an on-line bookstore Service. Bidders are invited to Request for Bid (RFB) Conference Call Meeting on March 23, 2021 at 2pm Central time. The meeting will be hosted by UWSA Procurement (Paul D. Schlough, Senior Procurement Specialist) and University of Wisconsin Extended Campus as a WebEx Meeting.

Bid Meeting WebEx Information is as follows:

Join from the meeting link

<https://wisconsin.webex.com/wisconsin/j.php?MTID=mc87e50fa9460f2114534fb5e5d6b5caa>

Join by meeting number

Meeting number (access code): 120 646 2718

Meeting password: P8wEtT3jjB7

Tap to join from a mobile device (attendees only)

[+1-415-655-0003](tel:+14156550003), [1206462718](tel:+1206462718)## United States Toll

Join by phone

+1-415-655-0003 United States Toll

[Global call-in numbers](#)

Join from a video system or application

Dial [1206462718](tel:1206462718)@wisconsin.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 1206462718.wisconsin@lync.webex.com

Need help? Go to <https://help.webex.com>

Bidders are invited to participate in the Request for Bid Meeting, prior to submitting bid, to understand/determine all requirements associated with the contract. Failure to participate shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

Site Contact for Inspection Appointment:

Paul D. Schlough, Procurement Specialist
University of Wisconsin System Administration (UWSA) Office of Procurement
Phone: (608) 265-0557
Email: pschlough@uwsa.edu

4.3 Excused Performance

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. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

4.4 Insurance

The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

4.4.1 Coverage and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Worker's Compensation (WC)</u>	Statutory
Employer's Liability Coverage (B)	\$100,000/500,000/100,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate incl. prdt/co	\$2,000,000
Each Occurrence	\$1,000,000
<u>Automobile Liability</u> (including hired & non-owned)	
Combined Single Limit	\$1,000,000
<u>Additional Insured Provision</u>	

The Contractor shall add the Board of Regents of the University of Wisconsin System, Fond du Lac County, Marathon County, Outagamie County, Washington County, Waukesha County, their officers, agents and employees as an additional insured under the commercial general and automobile liability policies.

Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the Contractor.

4.4.2 Certificate of Insurance

Upon notification of award and prior to issuance of a contract, the Contractor shall provide the University a certificate of insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A- licensed to do business in the State of Wisconsin and signed by an authorized agent.

4.4.3 Commercial General Liability

Commercial General Liability includes, but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-Contractors and shall not penalize the University for any losses incurred related to this contract.

4.4.4 Covenant requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin System Office of Procurement, 780 Regent Street, Madison, WI 53715, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

4.4.5 Evidence of New Insurance

In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

4.4.6 University Right to Cancel

In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

4.4.7 Provide Certificate of Insurance

Upon notification of award and prior to issuance of a contract, the Contractor (vendor) shall provide the University a Certificate of Insurance with the required kinds and limits of insurance issued by an insurance company licensed

to do business in the State of Wisconsin and signed by an authorized agent. Insurance requirements apply to all sub-Contractors.

4.4.8 Evidence of New Source(s) of Required Insurance

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin System Office of Procurement, 780 Regent Street, Madison, WI, 53708, before cancellation, reduction or other modifications of coverage. The Contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agencies to automatically renew all policies and coverage levels annually.

4.4.9 Contractor Agrees to Indemnify

The Contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, University of Wisconsin Extended Campus, their officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees, subContractors or Contractors.

4.4.10 Risk of Damage or Loss

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products, or money resulting from any cause including that of sub-Contractors and shall not penalize the University for any losses incurred related to this contract.

4.4.11 University Right to Cancel and Terminate

In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

4.5 Items Relevant to Bookstore Services

The Contractor agrees that items relative to Book Store services which are not covered herein may be added to this bid and resulting contract by the University without voiding the provisions of the existing contract. Additional services shall be furnished to the University by the Contractor with additional consideration as needed to make it legally enforceable. The University intends to acquire Book Store services exclusively from the Contractor.

Contractor's recognized exclusive rights does not include merchandise and services sold or offered elsewhere within the University by departments, student organizations, or through other existing arrangements. The following specific contract exceptions to the exclusivity are cited by the University:

- Athletic Department sponsored sales of emblematic clothing and other emblematic merchandise

- Alumni Affairs/Alumni Association sponsored sales of emblematic clothing or other emblematic merchandise
- Recognized student organizations clothing or merchandise sales
- University Recreation sales
- Convenience area sales
- Class related sales
- Instructional Resources Services
- Other exceptions which may or may not currently exist

4.6 Terms and Obligations Applicable to University Bookstores

The terms and obligations of this contract shall be applicable to Bookstore Services operated at the University, including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

4.7 Performance Success Dependent on User Response

Recognizing that the successful performance of this contract is dependent on favorable response from the users, the Contractor shall meet regularly with the Campus Contract Administrator or designee to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.

4.8 Process to Adjust Terms

After the initial contract year, the parties upon mutual agreement may adjust the specific terms, commissions or guarantees of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to the System Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by Office of Procurement.

4.9 Contract/Vendor Financial Responsibilities

The Contractor shall be financially responsible for obtaining all required permits, licenses (including parking), and bonds to comply with pertinent Board of Regents/University of Wisconsin System regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales and property.

4.10 Contract/Vendor Required to Furnish

The Contractor shall furnish all supplies, equipment, management, and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions, and amendments.

5 Technical Requirements

5.1 Bookstore Service Terms

Bookstore Service Requirements:

5.1.1 Contractor Ownership

The Contractor shall own all inventories of merchandise and assume complete operation and management of the UW Extended Campus on-line bookstore.

The UW Extended Campus online Bookstore shall carry textbooks for select courses and supplementary textbook materials, lab books, supplies, etc. for materials for all courses not included in the Textbook retail Program. The Contractor shall have the sole and exclusive right, including electronic commerce hyperlinks developed specifically for the UW Extended campus, within the on-line bookstore to sell new and used textbooks, workbooks, fiction, general reference books, paperback books, stationery, school supplies, and other learning materials as defined by UW Extended Campus and made available in the bookstore.

The Contractor will develop a link for e-commerce of items commonly sold in Bookstore for which commission shall be paid to the UW Extended Campus for textbooks, and other learning materials. This exclusive right does not include University of Wisconsin System online courses offered by campuses other than UW Extended Campus.

5.1.2 University Seal and Logo

The Contractor shall have the right to use the University's seal(s) based on the University's guidelines and Identity policy.

5.1.3 Bookstore Operation

Provide an attractive website, competitively stocked and marketed, with a departmentalized approach to marketing merchandise and supply items. It is expected the Contractor shall strive for the creation of an attractive array of merchandise on its website which will make shopping online for bookstore items an enjoyable experience.

5.1.4 Bookstore and University Relationship Management

Provide aggressive business management in maintaining a quality online bookstore operation which is responsive to the needs of the University. Understanding the bookstore is vital to the University, both functionally and environmentally, the Contractor shall demonstrate the ability to deal with University needs while aggressively pursuing the continued development of highly valued campus resources.

5.1.5 Sales payment and sales reporting

Sufficient electronic payment options will be made available to consumers using the online bookstore.

5.1.6 Contractor Website , Textbook format, Order Process and Promotion Requirements

The contractor shall provide and maintain a professional website that allows for online purchases and orders of textbooks and other materials. The University will send a report by program to the vendor indicating course material requirements. All formats of a textbook (buy new, buy used, rent new, rent used, e-book) shall be offered

to students when available. The website must allow students the option of purchasing or renting textbooks online, or for direct shipment to the student, with the University receiving credit for the sale.

The bookstore website and order process must address, but not be limited to, the following elements: ease of ordering, real-time advisement of stock availability, estimated delivery time, customer support information, order acknowledgement, and order tracking.

The supplier approach to student ordering functionality and student ordering capabilities/functionalities should include the following solution, or a comparable solution mutually agreed upon by the prospective provider and the University to increase ease of ordering:

- A program that allows students to select multiple courses they are registered for and the required textbooks.
- Vendor will work with individual campus to make all reasonable efforts to address campus reporting needs and to provide reports necessary to campus operations.
- The University shall encourage and cooperate with the contractor to promote and merchandise the services and products to the fullest to attract students, faculty, and staff to use the bookstore throughout the year.
- The University shall determine that which is not objectionable, and in the University's best interest, regarding all matters of bookstore service and items and publications made available for sale. The contractor will/must agree to cooperate with the University on all such matters.
- Free shipping will be required on all orders.

5.1.7 Desk Copies

Faculty and departments shall be responsible for securing desk copies from the publisher as needed.

5.1.8 Operational Procedures

Prior to the start of the contract, the Contractor and UW Extended Campus shall mutually agree to operational procedures. The following operational procedures shall be observed for effective service and operation of the bookstore:

5.1.8.1 Order Receipt Requirements

The bookstore will receive course material requirements from University designees one month prior to registration opening for the upcoming semester. The bookstore will send confirmation of updated course materials to University designee one week prior to registration opening for the upcoming semester.

5.1.8.2 Textbook Changes

Any change or revision of course material requirements should not occur after registration opens for the upcoming semester.

5.1.8.3 Bookstore Appraisal

The bookstore shall be appraised immediately by the University if unscheduled changes occur in course offerings, e.g., cancellation of a course or a section of a multiple sectioned course.

5.1.8.4 Textbook Supply Orders

Resulting textbook and supply orders shall be placed with publishers and suppliers by the contractor in an expeditious manner to assure adoption items in sufficient quantities are available for sale prior to the dates required. Imported text orders require special handling when ordered and continual follow-up until delivered.

5.1.8.5 Written Confirmation of New Textbooks

The contractor shall provide written confirmation to University designee of all new textbook orders, not later than 4 weeks following receipt of initial textbook orders. The bookstore shall make provision to acquire an adequate number of books based on estimated enrollments and enrollment history and inform the University designees of the number ordered if it varies from the earlier estimate provided by the faculty member.

5.1.8.6 Late Textbook Orders

After initial textbook orders are placed, the contractor shall place orders upon receipt. The confirmation of orders shall be sent to University designee withing ten (10) business days.

5.1.8.7 Revised Textbook Orders

Revised orders shall be submitted using the same procedures as identified above. Late orders and revisions shall be avoided whenever possible because of the likelihood that shipments will arrive late.

5.1.8.8 First Right of Refusal

It is the University's intent that the bookstore shall handle the sale of special supplies, with first right of refusal. (See section 5.1)

5.1.8.9 Textbook Inventory

The contractor shall not normally keep in inventory textbooks that will not be used in two consecutive semesters or a semester and the summer session.

5.1.8.10 Free Shipping Mandatory

Free shipping is required on all Bookstore Service orders under this contract. Free shipping is mandatory on all orders.

5.1.9 Department Reports on Textbook Order Status

Written Reports will be provided to each UW Extended Campus designee on Textbook Order Statuses.

5.1.9.1 Unavailable Product

As soon as the contractor becomes aware of an unavailable product, the University designee shall be sent written notification the contractor of the out of stock/out of print or reorder status.

5.1.9.2 Over Enrollment

When over-enrollments occur, the contractor shall order additional textbook as needed. This shall be accomplished on a daily basis during the final registration of each academic and summer school periods. The university shall provide timely access to enrollment information to the contractor.

5.1.9.3 Written Reports Prior to Semester Start

Six (6) weeks prior to the start of Fall and Spring (four (4) weeks in the case of summer) session, the contractor shall send the University designee a written status report on all orders for the department for that semester. At this time, the contractor shall contact publishers or suppliers to ascertain the status of any unfilled orders. The University Designee shall be notified of any problems identified.

5.1.9.4 Outstanding Orders

The contractor shall contract the University designee one week prior to final registration to discuss the status of any outstanding textbook or supply order.

5.1.9.5 Student Questions with Orders

Students shall be able to contact the contractor with questions about any order from 8am to 5pm CST Monday through Friday or as negotiated with University designee. The website may be unavailable for regular maintenance with adequate notice and preferably during off hours.

5.1.10 Textbook Price not to Exceed List Price

The contractor shall sell all new textbooks at prices not to exceed the list prices established by the publisher. In the event of demonstrated need, and with prior approval of the University contract administrator or designee, the contractor may negotiate a surcharge of up to five percent (5%) of the textbook list prices for specific special or late book orders. For example, if abnormally high delivery costs are incurred, the maximum five percent (5%) may apply. All used textbooks shall be sold at not more than 75% of list price. All other items shall be sold at prices guaranteed to be competitive with other University bookstores and the local community.

5.1.11 Textbook Buy Back

The contractor shall purchase textbooks no longer needed by the students at the end of each term and throughout the year at the highest market value consistent with adoption information, inventory status, resale value and textbook condition with the exception of paperbacks, laboratory manuals, etc. The buy-back policy shall be established through mutual agreement between the contractor and the University. The contractor shall not be required to buy back books that are not scheduled to be re-used by the University unless there is an immediately identifiable market elsewhere.

5.1.12 Non-Refundable Deposit on Non-Stock Merchandise

The contractor, on requests from individual faculty, student, or staff, shall place orders for special books, periodicals, subscriptions and other merchandise of the classifications normally carried. The contractor may require a non-refundable deposit on all orders placed for this non-stock merchandise, and if the order is not claimed in a reasonable period, it may be returned to the supplier.

5.1.13 Contract Shall Take University Advisement

The contractor shall take under advisement the University's wishes regarding such items related to purchasing as brand preference, design, and material specifications of supply items, use of State products, use of local vendors, and product boycotts.

5.1.14 Certified Minority Business Enterprises (MBE's)

The State of Wisconsin has a goal of placing five percent (5%) of its total purchasing dollars with certified minority business enterprises (MBE's). Authority for this program is found in Wisconsin Statutes, s.15.107(2), 16.75(3m), 16.75(4), and 16.755. Any second or third tier purchasing from the contractor is welcomed in helping to further this state goal.

5.1.15 Changing Bookstore Trends

The contractor shall be alert to changing bookstore service trends, procedures and merchandising patterns evolving throughout the bookstore industry. As a result, the contractor shall be expected to initiate ideas for varied methods of service and merchandising presentations, and by mutual agreement implement these variations within the conditions of this contract.

5.1.16 Changing Bookstore Trends

The Contractor shall be alert to changing bookstore service trends, procedures and merchandising patterns evolving throughout the bookstore industry. As a result, the Contractor shall be expected to initiate ideas for varied methods of service and merchandising presentations, and by mutual agreement implement these variations within the conditions of this contract.

The Contractor shall conduct an annual customer survey to determine satisfaction, use, and customer preferences. The results of the survey shall be used to affect change during each year of the contract. Service evaluation and preference surveys shall be conducted annually by the Contractor with assistance from the University and reviewed with the Campus Contract Administrator.

5.1.17 Promotion of Product to Students, Faculty and Staff

The UW Extended Campus shall encourage and cooperate with the Contractor to promote and merchandise the services and products in the fullest to attract students, faculty and staff. The Contractor, with assistance from the University, shall implement, merchandise, and promote this service and inventory variations in a manner typically used by commercial operations and comply with campus-wide marketing efforts.

5.1.18 Campus Advisory Committee

Authorized administrators of the University shall meet regularly with the Contractor's Bookstore Manager, to evaluate Bookstore service, focusing on comments and providing information which could result in needed changes or improvements.

The Contractor shall have in place one active program of continuous quality improvement including an on-going means of obtaining and assessing reactions to Bookstore services including but not limited to:

- Informal discussions through online chat function or other online feedback received online from students, staff, and faculty as they use the Bookstore.
- Periodic short question surveys requesting that patron's comment on a specific policy, sale item, service, or program.

5.1.19 Bookstore Policy Review

The bookstore policy shall be reviewed in practice and additional policies may be developed with respect to other aspects of the bookstore operation. The UW Extended campus contract administrator shall be the authority at the University to effect policy and/or recommend contract amendments to the System Office of procurement by mutual agreement of the Contractor as a result of committee and Contractor recommendations.

5.1.20 Merchandise and Textbook Commitments

The Contractor shall honor the specific commitments of merchandise and textbook orders and service, prices, and other arrangements made by the University and/or previous Contractor prior to the start of this contract.

5.1.21 Refund Request

When a student discontinues a class for which books have been purchased, a refund may be requested by the student. The University and Contractor shall mutually determine the procedures and policies by which refunds shall be made and recorded.

Notifications stating the refund policy, as mutually agreed upon, shall be displayed at conspicuous points on the vendor's campus website.

5.1.22 Class Counts by Course Number and Section

Upon request, the University shall furnish the contractor with historical class counts by course number..

5.2 Resale Item Inventory Purchase

Process and Procedures Regarding Resale of Inventory Purchases:

5.2.1 Resale to New Contractor

All resale merchandise, new and used textbooks, lease/rental equipment and such other items as presently sold in the bookstore **may** be purchased by the new Contractor at the start of this contract. At the time of transfer, these inventories shall be mutually agreed upon by the present and new Contractor relative to such items as, but not limited to, quantities, inventory price, and total value. Included may be the purchase of unfilled orders placed prior to the start of this contract. The appropriate Campus Contract Administrator shall be the mediator, if one is required, in the sale of these inventories.

5.2.2 Final Inventory for Purchase

The final inventory for purchase shall be taken by the respective Contractor with representatives from both the existing Contractor and the new Contractor assisting and verifying inventory counts.

5.2.3 Inventory Completion in Triplicate

The inventory shall be completed in triplicate indicating location of merchandise, description, quantity, current selling price, and unit cost.

5.2.4 Number Inventory Sheets

The inventory sheets are to be so numbered as to maintain control and accounting for all sheets.

5.2.5 Inventory Copies

One copy of the inventory shall be for each Contractor, and the third copy shall remain at the bookstore for full verification by University auditors.

5.2.6 Contractor Owns Merchandise Until Purchased

On expiration or termination of this contract the inventories of bookstore supplies of the Contractor shall remain those of the Contractor until purchased by the new Contractor. The University shall act in a coordinating capacity if required until all transactions and arrangements for these inventory purchases or removals have been completed.

5.3 Personnel, Employment Practices, Staffing and Schedule

Personnel, Employment Practices, Staffing and Schedule Requirements:

5.3.1 Personnel on Contractor's Pay Roll

Personnel relations or employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

5.3.2 Contractor to Supply University with Employment List

The Contractor shall supply the University with a complete list of full-time employees, supervisors, student employees and management assigned work for the University. This list shall be updated during the year by the Contractor. The Campus Contract Administrator or designee may request the initiation and processing of

personnel actions against Contractor's personnel by the Contractor for actions or inactions by Contractor's employees providing service to the University.

5.3.3 Report of Child Abuse or Neglect

If, in the course of providing services to University of Wisconsin System Institutions, Contractor (or its agent or 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 agent or 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 University of Wisconsin System Institution's Child Abuse and Neglect Policy. If the suspected child abuse or neglect involves University of Wisconsin System Institution, the Contractor shall also report that abuse to the University of Wisconsin System Institution Office of Equity and Diversity.

5.3.4 Criminal Background Checks

The University requires the Contractor to warrant they are supplying employees that have passed background checks. This includes management, full and part-time staff. The Contractor also agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents for any claims, suits or proceedings alleging a breach of this warranty.

Vendors or Contractors whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) in the course of the contract represent that these employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by the Contractor that includes a check of the vendor's proprietary national criminal background check database.

5.3.5 Loss of Dishonest Acts

The Contractor shall bear any loss from dishonest acts on the part of the Contractor's employees and is responsible for inventory, service, and storage area security, including periodic review of key control.

5.3.6 Loan, Lease, Free or Discounted Equipment Merchandise Requirements

The Contractor shall not loan, lease, or furnish free or discount equipment or merchandise to employees of the University or any customer as a direct expense without the express written consent of the University.

5.4 Accounting

Accounting and Space Rental Payment Requirements:

5.4.1 Statement of Revenues and Expenses

Not later than the 20th day following the last day of each monthly accounting period the Contractor shall provide the Campus Contract Administrator of the University and the System Office of Procurement, with a complete statement of revenues and expenses per the terms of this contract. Each period statement shall present revenue and expense amounts for the period being reported and fiscal year-to-date with percentage rates given for each item and period. The University reserves the right to advise the Contractor of the expense and revenue categories required for each period statement. Final determination of period statement categories shall be by mutual

agreement. The University's fiscal reporting period is July 1st through June 30th and it is desired that the Contractor's year-to-date reports correspond with this period.

5.4.2 Open Records for Inspection/Audit by University

All returns and allowance records, billing copies, and all other records pertaining to the operation, including records of all online transactions, of the bookstore service shall be open for inspection and/or audit by the State and/or University of Wisconsin. The Contractor shall keep in a safe place all financial records and statements pertaining to the operation of the bookstore at the University for a period of five (5) years from the close of each year's operation, and the University shall be informed by the Contractor of the schedule of the Contractor's audit of the bookstore records and operation at the University. The University shall have the option to participate in such audits and shall receive full report disclosure of these audits. A daily register sales summary shall be provided the University at the close of each business day.

5.4.3 Accounting Period Advisement and Reporting

The University shall be advised by the Contractor of the last day of each accounting period. At the end of each accounting period, the contractor shall provide the University with a report of all sales recorded, including but not limited to, in-store and online transactions. These reports shall show total sales by category. These reports shall be used to reconcile commission payments.

5.4.4 Period Accounting Statement Review

On request of the University, the Contractor shall meet with the University and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Period statement adjustments required as a result of this review shall be reflected in the following period statement.

5.4.5 Contractor's Revenue and Expense Statements

The Contractor's revenue and expense statements and their contents shall be retained, used, and treated in strict confidence by the University. The Contractor's revenue and expense statements, in total, shall not be provided third parties without the express prior written approval of the Contractor. Required bid submittal and contract related appendix information are subject to public disclosure by the University.

5.4.6 Sales Transaction Control

The Contractor shall exercise maximum control over all sales transactions and is responsible to recommend conditions and equipment which may be needed to maintain this control. All losses incurred by the Contractor in the process of operation of the bookstore due to theft, fire, accident, spoilage, protest, etc., shall be the responsibility of the Contractor.

5.4.7 Operation Profit and Loss

Any profit or loss from the operation of the bookstore service after direct costs, Contractor's management, and administration costs, and commissions or guarantee payment to the University shall be the Contractor's.

5.4.8 Commission Payments Requirements

One year from the effective date of this contract and each full year thereafter during the life of the contract, the Contractor shall pay the University that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payment shall be made by the 20th day of the following accounting period and recorded as commissions paid in the year the guarantee was due.

Upon authorized and mutually agreed early termination of this contract, partial year guarantee commissions due, if any, shall be calculated by dividing the prior year commission earned through the date of termination by the prior contract year total commission or guarantee received whichever is greater. Multiply the resulting percent prorated commission received the prior year by the annual guarantee required per bid submittal. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid the University by the 20th day of the following accounting period.

There will be no non-commissionable sales in the online bookstore.

5.4.9 Commission or Guarantee Payments Not Received

Commissions or guarantee payments not received by the University on the 20th day following the last day of the period in which it was earned shall be paid by the Contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Wisconsin uses for delinquent income tax.

5.4.10 Fixed Commission Return

Net cash, point and charge sales (gross sales less State Sales Tax) shall result in a fixed commission return to the University expressed as a percent of these sales or a maximum annual guarantee per year of twelve thousand dollars (\$12,000) per year whichever is greater. The Contractor may elect to quote a lower annual guarantee.

5.4.11 Refund Deduction Requirements

Refunds shall be deducted from gross sales prior to computation of state sales tax and commissions or guarantee.

5.4.12 Uncollectable Account Responsibility

At the end of each year of the contract or on expiration or termination of the contract any unpaid accounts that are deemed uncollectible shall remain the responsibility of the Contractor. Commissions shall be paid to the University on charged sales in the period in which they were earned and not upon collection date. The Contractor shall not be reimbursed for commissions paid on uncollected accounts.

5.4.13 Financial Reporting

On a monthly basis, the Contractor shall submit an individual sales report to the University and a comprehensive sales report to the University of Wisconsin System Administration Office of Procurement. The Sales report will include sales by category and total sales for the Bookstore. On an annual basis, the Contractor shall submit a detailed financial statement to the University and a comprehensive detailed financial statement to the University of Wisconsin System Administration Office of Procurement.

Bookstore financial statement shall include the following:

- Sales by Category/Department

- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses
- Indirect Expenses (i.e., Management Fee, Contractor Overhead Charges)
- Rent/Commission Paid to the Institution
- Profit/Loss
- Dollar Amount of "Retail Textbook Buyback"
- Dollar Amount of "Wholesale Textbook Buyback"
- Web Site Sales

The Contractor shall provide the University and the University of Wisconsin System Administration Office of Procurement with a copy of its audited company financial statement on an annual basis. The University's fiscal reporting period is July 1st through June 30th and it is desired that the Contractor's year-to-date reports correspond with this period.

5.5 Institution Specific Requirements and Historical Information

Institution Specific Business Requirements and Historical Information are documented in Section No. 9 of this RFB document. Participating Vendors are required to meet any Institution Specific Requirements documented in Section No. 9 of this bid document.

5.6 Principles and Procedures for Protection of Workers

The proposer must provide a copy of the company's statement of principle and operating procedures to address the elimination of "sweatshop" labor and the protection of workers' rights in the manufacture of licensed apparel and other merchandise as may be sold in the bookstore.

6 Bidder's Qualifications and Information

Bidder's Qualifications and Information Requirements:

6.1 Purpose of invitation

It is the purpose of this invitation to bid to obtain as complete data as possible from each bidder to enable the University to determine which bidder is best able to serve all of the criteria which are to be considered in the award of the operation of bookstore service. To this end, each bidder shall furnish as a part of this bid a complete general description of experience in the field of Bookstore Service Operations.

From the total information required, determination shall be made of the bidder's demonstrated financial, managerial and operational ability and resources to serve the University. Only bids from financially responsible organizations or individuals, as determined by the University, presently engaged in University Retail Bookstore Service which have the capability to perform as specified and provide good services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the Contractor's management prior to award of this bid.

Bidders shall provide a written response to all required Bidder's Information. Each response shall be numbered to coincide with the Bidder's Information numbering and presented in the sequence listed. The Bidder's Information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content.

The qualification criteria the bidders must meet to be considered for an award are:

- ❖ The Contractor must currently own a bookstore business and must have owned and operated a bookstore business a minimum of five (5) years.
- ❖ The Contractor must currently operate a bookstore business with minimum gross sales of one half million dollars (\$500,000).
- ❖ Reference checks from a minimum of three (3) clients currently under contract with your company must indicate high quality of service has been performed consistently.
- ❖ Financial capability of the Contractor must be sufficient to support the specified service; provide initial inventories, equipment and labor and cash flow to guarantee performance.
- ❖ The Contractor's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workloads.
- ❖ Management qualifications and staffing requirements for this contract are satisfactory.

Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of bid.

6.2 Name and Address

Name and address of operating company and list of all the owners of the company or principles of the corporation.

6.3 Extent of Experience in Bookstore Operations

Explain your company's duration and extent of experience in the operation of Bookstore Services. Explain in detail.

6.4 List Operations of Similar Complexity

A list of operations of similar complexity (may be a list of a number of accounts) where you are, or have within the last year, owned or provided the specified service. Give length of time at each account, name, address and phone number of contact person of each operation. The list shall include a minimum of three (3) similar operations

6.5 Provide Operating Statement or Annual Report

Please provide a complete operating statement or annual report as of your last fiscal year of operations. Certification of this report by a Certified Public Accountant may be required.

6.6 List Bookstore Service Industry and Bank References

Please provide a list of related bookstore service industry and bank references with which the company is currently transacting business. If your company will require monetary assistance to operate this account, state amount required and anticipated source.

6.7 Provide Chart of Organizational Plan

Provide a chart of your organizational plan for the administration management staffing required under the specifications of this contract, including regional and headquarters support, also include projected number of other full and part time employees to be hired.

6.8 Training Programs

A description of your training programs for employees, supervisors/ managers.

6.9 Accounting Program and Procedures

Internal accounting program, identify auditing company (internal and external) and describe complete accounting procedures for:

6.9.1 Inventory Control

Inventory control for central warehouse and any location reserve storage.

6.9.2 Samples of Recording, Checking, Reporting and Sales Forms

Provide samples of method of recording, checking, Reporting and Sales Forms (Include Samples).

6.9.3 Internal Control

Describe the Internal Control of cash handling, personnel payroll accounting controls, customer charge-billing procedures, refund system, including forms used.

6.9.4 Operating Statement

Provide a typical period operating statement, including itemization of revenues and identification of direct cost items of your bookstore operations.

6.9.5 Internal Audit

Explain your internal audit system, including forms used.

6.10 Purchasing and Receiving Procedures

Provide a description in detail of your purchasing and location receiving procedures, including forms used, and a list of publishers and companies from which purchases of books and non-book items are typically made.

6.11 Approach to Bookstore Requirements

Describe in general terms your proposed approach to the campus bookstore requirements, including service and marketing activities, for the immediate future and for a five year action plan.

6.12 Supplementary Information

The University may request supplementary information as is sufficient, in the opinion of the University, to assure the University that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.

6.13 Free Shipping on All Orders

Free shipping will be mandatory on all orders placed per this Bookstore Services agreement. Describe how your company will meet this mandatory free shipping requirement.

7 Bid Submittal Form for Bookstore Service

Subject: Bookstore Service for the University of Wisconsin Extended Campus.

We, the undersigned, in compliance with the Request for Bid No. PS-21-2768 for Bookstore Services dated March 15, 2021 hereby bid the following commissions and annual guarantees to the University of Wisconsin Extended Campus for Book Store net sales as follows. In making this bid acknowledge that we have read and understood this quotation request and hereby submit our bid in accordance with the terms and conditions of the bid specifications and agree to fulfill our legal obligations pursuant to the attached contract provisions.

7.1 Commission

Participants must bid a Commission Rate. The award will be based upon the highest aggregate commission and guarantee total from the highest responsive, responsible bidder. The award shall be made to the single bidder providing the best commission or maximum annual guarantee which is in the best interest of the University.

7.1.1 UW Extended Campus: Commission

The Contractor shall agree to pay the University a period commission of _____ percent
(_____ %) for all Bookstore net cash and charge sales, or a maximum annual guarantee of twelve thousand dollars (\$12,000.00) per year whichever is greater.

7.2 Guarantee

Participants must bid the maximum annual guarantee or at its option elect to quote a lower annual guarantee. **Participants are not allowed to bid a guarantee higher than the maximum guarantee listed below. Bidding a higher guarantee than the maximum guarantee documented in 7.2.1 will result in disqualification of bid.**

7.2.1 Guarantee

Guarantee

The Contractor shall agree to pay the University a maximum annual guarantee of twelve thousand dollars (\$12,000.00) per year.

The Contractor, at its option, may elect to quote a **lower** annual guarantee of
_____ dollars (\$ _____) per year.

Note: Do not make an entry on this option unless a lower maximum annual guarantee is intended.

THE BELOW ADDENDA HAVE BEEN RECEIVED AND CONSIDERED IN PREPARATION OF THIS BID. PLEASE COMPLETE THE ACKNOWLEDGMENT BY SIGNING AND INSERTING THE DATE OF THE ADDENDA.

WE ACKNOWLEDGE: ADDENDUM #1 _____ DATE _____

ADDENDUM #2 _____ DATE _____

SIGNED _____

TITLE _____

FIRM _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

TELEPHONE _____

FAX _____

Email _____

Fein _____

8 Standard Terms and Conditions

Standard Terms and Conditions Form displayed on pages 42 - 45 of this document (below).

- 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 State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications 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. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers 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 State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** 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.
- 6.2** 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 contracting agency 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 industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** 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).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin 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 interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin 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.

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.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, 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 State of Wisconsin 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.

- 13.0 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.
- 14.0 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 contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of 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 reserves the right to cancel this contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred Contractor or a Contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The Contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 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 State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., 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.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** 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), Wis. Stats., 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.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) 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 twenty-five (25) 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.
- 19.2** 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's nondiscrimination law.
- 19.3** 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.
- 20.0 PATENT INFRINGEMENT:** The Contractor selling to the State of Wisconsin 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 State of Wisconsin (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.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 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.
- 23.0 INSURANCE RESPONSIBILITY:** The Contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** 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.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation

tion, 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. 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, Wis. Stats.), 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 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 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 with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state offi-

cial or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 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.

33.0 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, and P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 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.

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.

9 Appendix I: Institution Specific Business Requirements

INSTITUTION SPECIFIC BUSINESS REQUIREMENTS

APPENDIX I

UNIVERSITY OF WISCONSIN – EXTENDED CAMPUS

Potential bidders of this contract shall be provided the following pertinent information by the University along with the specifications of this bid. In addition, facts will be available and held (Appendix II) by the University for later evaluation by prospective bidders. The information is for the most recent and complete fiscal year. Projections may be used where necessary.

1. Estimated University Population

a. Student Head Count Information:

Student Head Count	2019/20 Academic Year	Estimate 2020/21 Academic Year	Estimated 2021/22 Academic Year
Students	5,285	3,038	3,573
Course Enrollments	16,539	11,328	13,367
Summer Session			

2. Sales Numbers (Gross and Commissionable) July 2019 through June 2020:

University of Wisconsin - Online Program
COMMISSION COMPUTATION
JULY 2019 - JUNE 2020

	<u>Gross Sales</u>	<u>Exempt Sales</u>	<u>Commissionable Sales</u>
Jul-19	\$ 1,185.73	\$ -	\$ 1,185.73
Aug-19	\$ 6,879.49	\$ -	\$ 6,879.49
Sep-19	\$ 1,908.26	\$ -	\$ 1,908.26
Oct-19	\$ 116.25	\$ -	\$ 116.25
Nov-19	\$ 37.25	\$ -	\$ 37.25
Dec-19	\$ 1,596.03	\$ -	\$ 1,596.03
Jan-20	\$ 3,139.63	\$ -	\$ 3,139.63
Feb-20	\$ 952.10	\$ -	\$ 952.10
Mar-20	\$ 171.70	\$ -	\$ 171.70
Apr-20	\$ -	\$ -	\$ -
May-20	\$ -	\$ -	\$ -
Jun-20	\$ 209.64	\$ -	\$ 209.64
	<hr/>	<hr/>	<hr/>
	\$ 16,196.08	\$ -	\$ 16,196.08
Commission			
12.0%	\$ 16,196.08	\$ 1,943.53	<u>\$ 1,943.53</u>
Less: Payments Previously Made			
Jul-19	\$	(142.29)	
Aug-19	\$	(825.54)	
Sep-19	\$	(228.99)	
Oct-19	\$	(13.95)	
Nov-19	\$	(4.47)	
Dec-19	\$	(191.52)	
Jan-20	\$	(376.76)	
Feb-20	\$	-	
Mar-20	\$	-	
Apr-20	\$	(134.85)	
May-20	\$	-	
Jun-20	\$	-	
			<u>\$ (1,918.37)</u>
Commission Payable			<u>\$ 25.16</u>

-
3. Estimated revenue for 2021 fiscal year: \$20,000.00

These figures will be used as part of bid evaluation.

10 Appendix II: Additional Institution Specific Information

Additional Institution Specific Information

APPENDIX II

UNIVERSITY OF WISCONSIN – UW EXTENDED CAMPUS

In an effort to provide the prospective Contractor with additional pertinent facts about the UW Extended Campus, the following information shall be accumulated by the University and held. At the time bidders evaluate the UW Extended Campus, copies of this information shall be made available to each prospective bidder in addition to other reasonable data and information which may be requested at that time.

1. Copy of the University calendar.

This information may be viewed at the following website:

<https://www.wisconsin.edu/offices/office-of-academic-and-student-affairs/uw-extended-campus/>

11 Attachments

Required Attachments are as follows:

11.1 DOA-3832 Bidder Required Form

STATE OF WISCONSIN
DEPARTMENT OF
ADMINISTRATION
DOA-3832 (C01/2018)
S. 16.72 WIS. STATS



STATE BUREAU OF PROCUREMENT
101 EAST WILSON STREET, 6TH
FLOOR
P. O. BOX 7867
MADISON, WI 53707-7867

Bidder Required Form

Instructions: Bidder is required to complete all sections of this form. (Note: If the agency checks the box preceding Section 5 indicating that section is not applicable to the bid/proposal, Bidder may skip Section 5. Bidder may not skip any other sections of this form).

Section 1: Bidder Information			
Bidder/Proposer Company Name:		E-Mail Address:	
Phone Number:	Toll Free Phone:	Fax:	
Address:			
City:	State:	Zip:	
Mailing Address for Purchase Orders (if different than above)			
Address:			
City:	State:	Zip:	

Section 2: Bidder Contacts		
List the name and title of the person to contact for questions related to each of the topics below:		
Topic	E-Mail Address	Phone
Bid/Proposal		
Affirmative Action Plan		
Orders and billing		

Section 3: Bidder Reference		
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Section 4: Designation of Confidential and Proprietary Information

The attached material submitted in response to this bid/proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats., as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

Using the boxes below, indicate your agreement with the following statements:

☐ In the event the designation of confidentiality of this information is challenged, the bidder/proposer hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

☐ The state considers other markings of confidential in the bid/proposal document to be insufficient. The bidder/proposer agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Agency Only:

☐ Section 5 is not applicable to this bid/proposal. If this box is checked, Bidder may skip to Section 6.

Section 5: Bidder Agreement: Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- Will contact the contractor directly to place orders referencing the state agency contract number; and
- Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in these services has no effect on awarding this contract.

Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.

☐ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

A vendor in the service may specify a minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities.

Special Conditions (if applicable):

Section 6: Bidder Identification (Check all that apply)

☐ We claim minority bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We claim disabled veteran owned business bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 7: Bidder Certifications

Wis. Stats. 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 equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. ☐ Yes ☐ No ☐ Unknown

☐ We certify that we have not, either directly or indirectly, entered into any agreement 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 above statement is accurate under penalty of perjury.

☐ We certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

☐ We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.

Section 8: Bidder Signature

Name of Authorized Company Representative:	Title:	Phone:	Fax:
Signature of Above	Date:	Email:	

This document can be made available in alternate formats to individuals with disabilities upon request.

11.2 Affidavit

University of Wisconsin System
780 Regent Street
Madison, WI 53715

This completed affidavit must be submitted with the bid/proposal.

Proposer Preference: Please indicate below if claiming a proposer preference:

- ☐ Minority Business Preference (§ 16.75(3m), Wis. Stats.) – Must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6th floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.
- ☐ Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

American-Made Materials: The materials covered in our 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 ☐ N/A (Does not apply)

Services Performed in the United States (2009 Wis Act 136): All services provided to the University of Wisconsin System or any of its campuses under this proposal will be performed in the United States.

☐ Yes ☐ No ☐ N/A (Does not apply)

Non-Collusion: In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the State of Wisconsin in this Announcement of Bid/Proposal and the terms of our Bid/Proposal.

Authorized Representative:		Title:	
	(Type or Print)		
Authorized Representative:		Date:	
	(Signature)		
Company Name:		Telephone:	

12 Checklist

PS-21-2768 Bid Submittal Checklist

Bid Submittal Forms (Section 7.0)

- ☐ Section 7.1.1 Guarantee
- ☐ Section 7.2.1 Commission

Required Documentation & Forms to be Submitted along with Bid Submittal Forms Section 7.0:

- ☐ DOA-3070 Form
- ☐ Section 6.0 Bidder's Qualifications and Information. Written Response to Item No. 6.1 through 6.12.

Required Attachments Section 11:

- ☐ Section 11.1 DOA-3822 Bidder Required Form
- ☐ Section 11.2 Affidavit

Note: This checklist is to help proposers ensure their submittal packet is complete. This sheet does not need to be returned as part of the Bid submittal.