

**BIDS MUST BE SEALED AND ADDRESSED TO:**

AGENCY ADDRESS:

University of Wisconsin-River Falls  
 Purchasing Services, NH8  
 Attention: Gail Anderson  
 410 South Third Street  
 River Falls, WI 54022

**REQUEST FOR BID (RFB)**

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **GA-8130**. 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

**June 20, 2017 @ 2:00 p.m. CST – No Public Opening**

Name (Contact for further information)

Gail Anderson gail.anderson@uwrf.edu

Phone

715.425-3232

Date

06/6/2017

Quote Price and Delivery FOB

Fax bids are accepted

X Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		<p>UW-River Falls requests bids for an <b>Athletic Training Partnership</b> as described within.</p> <p><u>The award(s) will be based upon the low total from the lowest responsive, responsible bidder meeting criteria which results in the best interest for the University.</u></p> <p>Bids shall be accepted in accordance with:            Standard Terms and Conditions            Specifications of Bid</p>		

Payment Terms

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	E-mail.

STATE OF WISCONSIN

REQUEST FOR BIDS (RFB) # **GA-8130**

FOR:  
ATHLETIC TRAINING PARTNERSHIP for  
UNIVERSITY OF WISCONSIN-RIVER FALLS

BID SUBMITALS DUE BY: **JUNE 20, 2017 AT 2:00 PM CST at:**

**University of Wisconsin-River Falls  
Purchasing Services, 8 NH  
410 South Third Street  
River Falls, WI 54022**

TABLE OF CONTENTS

- 1.0 INTRODUCTION AND PURPOSE
- 2.0 BID PROCEDURE AND INSTRUCTIONS
- 3.0 BID ACCEPTANCE, EVALUATION AND AWARD
- 4.0 TECHNICAL REQUIREMENTS
- 5.0 PERFORMANCE REQUIREMENTS
- 6.0 SUPPORT REQUIREMENTS
- 7.0 COST INFORMATION  
COST/PRICING SHEET(S)
- 8.0 REQUIRED FORMS
  - REQUEST FOR BID SHEET
  - VENDOR INFORMATION DATA SHEET
  - VENDOR REFERENCE DATA SHEET
  - VENDOR AGREEMENT SHEET
  - COST/PRICING SHEET(S)
- 9.0 TERMS AND CONDITIONS
  - SPECIAL, STANDARD AND SUPPLEMENTAL TERMS AND CONDITIONS

## 1.0 INTRODUCTION AND PURPOSE:

- 1.1 **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 the provision of **an athletic training partnership** to the students and the student athletes served by the University of Wisconsin-River Falls.

UW-River Falls (UWRF) intends to use the results of this process to award a contract(s) for the provision of athletic training partnership as indicated in the above paragraph.

### 1.2 DEFINITIONS:

Agency means the University of Wisconsin-River Falls (UWRF).

Agent means UW-River Falls Purchasing Agent responsible for this Request for Bid

Campus means UW-River Falls in River Falls, WI

Contractor means proposer awarded the contract.

Contract Administrator means the individual(s) authorized to act with full authority on behalf of UWRF or the Contractor's behalf in all matters pertaining to giving approvals required under this contract

DVB – means Disabled Veteran-Owned Business

MBE means Minority Business Enterprise

NCAA means National Collegiate Athletic Association

Purchasing means UW-River Falls Office of Purchasing Services

RFB means Request for Bid

State means State of Wisconsin.

Vendor means a firm submitting a bid in response to this RFB.

University, UW, UW-River Falls, and UWRF all mean UNIVERSITY OF WISCONSIN-RIVER FALLS

- 1.3 **REASONABLE ACCOMMODATIONS:** The campus Purchasing Agent 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 Gail Anderson at 715-425-4015 (voice).

- 1.4 **SCOPE:** UWRF is seeking a partnership with a local (within approximately 20 miles from UWRF) contractor to enhance the quality of our athletic training services to benefit our approximately 350 athletes on campus. The University of Wisconsin – River Falls has approximately 6000 enrolled.

Services needed include an Athletic Training Partnership. Currently the UWRF athletic training staff provides daily, on-site sports medicine care to approximately 350 student athletes in 16 Varsity Sports. Athletic teams consist of: Men's and Women's Basketball, Men's and Women's Cross Country, Football, Women's Golf, Men's and Women's Hockey, Women's Soccer, Softball, Women's Tennis, Men's and Women's Track and Field and Women's Volleyball.

UWRF intends to utilize this bid for five (5) years beginning approximately August 1, 2017 with the option for 2 (two) one (1) year subsequent renewals. A staggered start of services (in the first year of service only) may need to occur to accommodate current contracts.

- 1.5 **CONTRACT LENGTH:** The contract will be for a 5 (five) year period with 2 (two) one-year extensions possible by mutual consent.

#### 1.5.1 CONTRACT ADMINISTRATORS:

This Request for Bid (RFB) is issued by the University of Wisconsin-River Falls which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for the managing of the procurement process is Gail Anderson, Purchasing Services-8 NH, 410 South Third Street, River Falls, WI 54022.

Contract Information: Phone: 715-425-3232; Email: [gail.anderson@uwrf.edu](mailto:gail.anderson@uwrf.edu)

The contract(s) resulting from this RFB will be administered by the University of Wisconsin-River Falls. The Contract Administrators will be:

Athletic Training Services  
Crystal Lanning, Interim Athletic Director  
Phone: 715-425-3246  
Crystal.lanning@uwrf.edu

- 1.6 METHOD OF AWARD: The award will be based upon the low total from the lowest responsive, responsible bidder meeting stated criteria.
- 1.7 CANCELLATION AND TERMINATION: The State reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the State's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the State, times the corresponding payment for completion of such work as set forth in the State's order(s).

In addition, the State reserves the right to terminate the resulting contract/agreement, for reasons of breach of contract, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the State's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the State, times the corresponding payment for completion of such work as set forth in the State's order(s).

Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

1.8 VENDORNET REGISTRATION

Only vendors registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. 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. 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.

2.0 BID PROCEDURES AND INSTRUCTIONS:

2.1 METHOD OF BID:

Submitting the proposal;

**Proposer must submit their original proposal via e-mail in a searchable PDF format. Subject line of e-mail must indicate the RFB # along with the vendor name.**

Example email subject line:  
"RFB #GA-8130: Vendor Name"

**E-mailed proposals must be received and date/time stamped prior to 2:00 PM CST/CDT by the specified due date/time listed in Section 2.2 Calendar of Events.** Proposals not so stamped will not be accepted.

Proposals are to be E-mailed to:  
University of Wisconsin-River Falls  
Attn: Gail Anderson, Purchasing Agent  
Email: [bids@uwrf.edu](mailto:bids@uwrf.edu)

Submitting a proposal to any other e-mail address than [bids@uwrf.edu](mailto:bids@uwrf.edu) does not constitute receipt of a valid proposal by the Purchasing Services office. Proof of transmission doesn't constitute proof of receipt. E-mail submissions **must** be in a searchable PDF format and scanned copy of the document with ACTUAL signatures and initials (**not typed or electronic signatures**).

Vendors submitting e-mailed proposals will receive a confirmation e-mail of receipt from [gail.anderson@uwrf.edu](mailto:gail.anderson@uwrf.edu).

- 2.2 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 campus finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

DATE	EVENT
June 6, 2017	Date of issue of the RFB
June 13, 2017 by 4:30 PM CST	Questions due from vendors
June 20, 2017 @ 2:00 PM CST	Bids due from vendors.
June 22, 2017 (approximate)	Notice of Intent to Award

- 2.3 FORMAT OF BID: Vendors responding to this RFB must comply with the following format requirements:

- a) **SIGNED REQUEST FOR BID SHEET:** Include the signed Request for Bid sheet (Form DOA-3070) included with the bid posting 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 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 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.

- (b) 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 **or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any vendor contracts. Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal.** 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.

(c) **ADDITIONAL INFORMATION:** Include here the completed Vendor Information 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.

(d) **COST INFORMATION:** Provide cost information on the Cost/Pricing Sheets included in this RFB. All costs for furnishing the service(s) must be included in the bid in accordance with the terms and conditions in this RFB.

2.4 **INCURRING COSTS:** UW-River Falls is not liable for any cost incurred by a vendor in the process of responding to this RFB.

2.5 **QUESTIONS:** Any questions concerning this RFB must be submitted in writing on or before **June 13, 2017 by 4:30 PM CST** to:

USPS ADDRESS

COMMON CARRIER ADDRESS

University of Wisconsin-River Falls  
Attn: Gail Anderson  
Purchasing Services, 8 NH  
410 South Third Street  
River Falls, WI 54022

Same

Email: [gail.anderson@uwrf.edu](mailto:gail.anderson@uwrf.edu)  
Phone: 715-425-3232

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document or the attached State of Wisconsin Contract at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on VendorNet.

From the date of release of this RFB, until a Letter of Intent is issued, all contacts with UWRF personnel regarding this RFB shall be made through the UWRF Purchasing Agent. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.

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

2.6 **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 UW-River Falls.

3.0 **BID ACCEPTANCE, EVALUATION AND AWARD:**

3.1 **BID OPENING:** No public opening. Bids will be opened after **June 20, 2017, at 2:00 PM CST**, at University of Wisconsin-River Falls, Purchasing Services, 410 South Third Street, River Falls, WI 54022.

- 3.2 **BID ACCEPTANCE:** Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by UWRF. UWRF may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. UWRF retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of UWRF. UWRF shall be the sole judge as to compliance with the instructions contained in this RFB.
- 3.3 **BID EVALUATION:** Bids will be evaluated by the Purchasing Agent and program managers to verify that they will meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed service(s), and reviewing results of past awards to the vendor by the State of Wisconsin.

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 UW-River Falls' intent to award the contract(s) as a result of this RFB.
- 3.5 **APPEALS PROCESS:** The appeals procedure applies to only those requests for bids that are greater than \$50,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest must be filed with:

USPS ADDRESS

COMMON CARRIER ADDRESS

University of Wisconsin-River Falls  
 Elizabeth Frueh, Vice Chancellor, Business & Finance  
 410 South Third Street, 111 NH  
 River Falls, WI 54022  
 Phone: 715-425-4192  
 Email: [elizabeth.frueh@uwrf.edu](mailto:elizabeth.frueh@uwrf.edu)

Same

With a copy to:

University of Wisconsin-River Falls  
 Gail Anderson  
 Purchasing Agent  
 410 South Third Street  
 River Falls, WI 54022  
 Phone: 715-425-3232  
 Email: [gail.anderson@uwrf.edu](mailto:gail.anderson@uwrf.edu)

and received in the Purchasing Services office no later than five (5) working days after the notices of intent to award are issued.

The written protest must be received by the Vice Chancellor-Business & Finance and the Purchasing Agent no later than ten (10) working days after the notice(s) of intent to award are issued.

The decision of the Vice Chancellor of Business & Finance may be appealed to the UW System Procurement Director, Rich Lampe, within five (5) working days of issuance, with a copy of such appeal filed with the Vice Chancellor of Business & Finance and Purchasing Agent, and provided the appeal alleges a violation of a statute or a provision of the Wisconsin Administrative Code.

UW System  
 Rich Lampe  
 Director Office of Procurement

780 Regent Street  
Madison, WI 53715

#### 4.0 TECHNICAL REQUIREMENTS:

**All requirements in this section are mandatory.**

##### 4.1 Requirements of the Vendor to provide **ATHLETIC TRAINING SERVICES** to student athletes:

- 4.1.1 Provide certified athletic trainers under the contract beginning August 1, 2017. Varsity sports include: Men's and Women's Basketball, Men's and Women's Cross Country, Football, Women's Golf, Men's and Women's Hockey, Women's Soccer, Softball, Women's Tennis, Men's and Women's Track and Field and Women's Volleyball.
- 4.1.2 Support the UW-River Falls Athletics Department mission statement and philosophy of National Collegiate Athletic Association (NCAA) Division III Intercollegiate Athletics.
- 4.1.3 Support the philosophy of Athletic Training within the UW-River Falls Athletics Department as it relates to a focus on active preventive and rehabilitation concentrated on the efforts to keep student-athletes active participants in their sport(s).
- 4.1.4 Employees providing services under this agreement are subject to the right of UWRF to approve anyone so selected and to ask for individual replacement should UWRF deem the services provided be unacceptable. Athletic trainers who have university sports level experience are preferred; however, 1.0 of the total FTE must have Head Collegiate Athletic Training experience that provides UWRF with an overview of NCAA Athletic Training regulations/policies.
- 4.1.5 Provide up to three references for services provided to collegiate level athletic training; UWRF requests vendor references for collegiate level athletic training **in addition** to the required Vendor Reference Data Sheet Form 3778.
- 4.1.6 Provide professional sports medicine services to all NCAA sponsored athletics, with the objective of enabling student athletes to play to their full potential.
- 4.1.7 Assign a team physician(s), (minimally ONE shall be appointed), who shall supervise and shall provide backup coverage for the assigned certified athletic trainer(s) and who shall provide game-day coverage for home football games, NCAA/WIAC post-season championship events as needed, and other such other services as may be required.
- 4.1.8 Provide UWRF with protocols and practices regarding the assessment and treatment of student athletes.
- 4.1.9 Coordinate sports medicine services with other health care providers and/or by UWRF-employed personnel.
- 4.1.10 Assign to UWRF a total of three (3) athletic trainers, one (1) being a 1.0 FTE Head Athletic Trainer and two (2) Assistant Athletic Trainers at .75 position starting August 1<sup>st</sup> and working through academic year. The head athletic trainer would work during the summer as needed for UWRF camps and clinics, while the assistant athletic trainers would have June and July off. All trainers would be either certified or in progress of getting certified and to provide services including, but not necessarily limited to the following services, all of which shall be provided in accordance with established protocols and under the medical supervision of the team physician(s):
  - 4.1.11 The assigned professional(s) should have the following minimum credentials:
    - 4.1.11.1 NATABOC certification
    - 4.1.11.2 Certified Wisconsin athletic trainer (or eligible)
    - 4.1.11.3 National Athletic Trainers Association member
    - 4.1.11.4 Verified athletic trainer through National Provider Identifier, preferred
    - 4.1.11.5 Professional rescuer CPR and AED certified

##### 4.1.12 The assigned professional(s) must have a combined experience and/or credentials:

- 4.1.12.1 Ability to work and collaborate with multidisciplinary athletes and teams to include all teams specified in 4.7.1.
- 4.1.12.2 Working knowledge and experience with electronic health records.



- 4.1.12.3 1.0 of the total FTE must have Head Collegiate Athletic Training experience that provides UWRF with an overview of NCAA Athletic Training regulations/policies.
  - 4.1.12.4 Combined 3 or more years of oversight with NCAA medical and compliance records, including the Business of pre-participation requirements outlined in the NCAA Division III Athletics Manual, specifically NCAA Bylaws 17.1.6.4 and 17.1.6.4.1.
  - 4.1.12.5 Instructor certification for teaching UWRF Coaches and athletics staff CPR and AED courses. Vendor will provide instruction and certification to all necessary athletics staff.
- 4.1.13 Provide on-duty coverage at the training room per a mutually agreed upon schedule; **Provider MUST be able to place athletic trainers' onsite by Tuesday, August 1, 2017 prior to the NCAA fall sports practice state date.** Provider and UWRF will coordinate Sunday and holiday coverage per mutual agreement.
  - 4.1.14 Provider and UWRF will coordinate coverage as a result of schedule changes, per mutual agreement.
  - 4.1.15 Provider and UWRF will coordinate coverage for away special events where no medical coverage is provided by the host, per mutual agreement.
  - 4.1.16 Provide event coverage for contact/collision sports and provide event coverage for all other sports as mutually agreed to by the parties.
  - 4.1.17 Provide routine/daily training services such as preventive care, assessment and treatment of injuries, rehabilitation of injuries, and assessment of readiness for sports participation.
  - 4.1.18 Keep an inventory of and arrange for procurement of needed trainer's equipment and supplies.
  - 4.1.19 Act as the primary liaison between student athletes, coaching staff and other health care providers in matters pertaining to evaluation and treatment of sports-related injuries and other health problems.
  - 4.1.20 Carry out on-site evaluation and immediate care of injuries/health problems; "evaluation" typically includes an assessment of the student athlete's readiness to continue or resume practice or play.
  - 4.1.21 Recommend to students any further evaluation and care that may be required but is beyond the scope of Services provided.
  - 4.1.22 Carry out preventive and rehabilitative care under the direction of the team physician or a registered physical therapist (RPT) who has established a rehabilitative plan of care.
  - 4.1.23 Report to the coaching staff on a regular basis regarding each student athlete's readiness to play.
  - 4.1.24 Report information to coaching staff that is specific to any student athlete who is being evaluated or treated for any injury or health problem.
  - 4.1.25 Communicate with the team physician on a regular basis regarding student athletes' readiness to play and the status of all students being evaluated or treated for any injury or health problem.
  - 4.1.26 Provide all NCAA sports medicine related administrative duties, to include record keeping, compliance documentation, and submission, etc.
  - 4.1.27 Administer and manage UW-River Falls and NCAA approved Concussion Management Plan under the guidelines of the NCAA concussion safety guidelines
  - 4.1.28 Vendor will provide the University a Certificate of Insurance providing for the following coverage and limits:

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance (malpractice)	\$2,000,000

- E. Additional Insured Provision:
  - a. The Vendor shall add "the Board of Regents of the University of Wisconsin System" as an additional name insured under the commercial general liability policy. **Please forward to: UW-River Falls, Attn: Vice Chancellor for Business and Finance, 410 South Third Street, River Falls, WI. 54022**

## 5.0 GENERAL PERFORMANCE

### 5.1 Invoicing / Payment / Accounting:

5.1.1 **ATHLETIC TRAINING SERVICES:** Vendor will invoice the University monthly for the specific fees for services as identified below:

1. Athletic Training Services

5.1.2 The University will pay Vendor the monthly invoice amount in a timely manner.

5.1.3 The University and Vendor shall keep in a safe place all financial records and statements pertaining to this agreement for a period of at least five (5) years from the close of each year's operations.

5.1.4 Upon request, the Vendor will provide the University a listing of services provided under 5.4.1, along with Eligible Students' names.

5.1.5 **All financial correspondence, including monthly bills, shall be sent to:  
UW-River Falls, Accounts Payable, 220 NH, 410 South Third Street, River Falls, WI  
54022.**

### 5.2 Termination

If the University or Vendor breaches any term or provision of this agreement, the affected party may serve written notice on the other party, setting forth the alleged breach and demanding compliance. Should such alleged breach not be resolved to the satisfaction of the grieving party by the expiration date of the 30-cure period, the grieving party (either the University or the Vendor) may terminate this agreement by 60-day written notice. Either party may terminate this agreement without cause in a 90- day advance written notice to the other party.

### 5.3 Assignment

This agreement and any part thereof shall not be subcontracted by the Vendor to another contractor without written permission of the University.

## 6.0 SUPPORT REQUIREMENTS:

6.1 The Vendor will give the University written notice of proposed changes in price or other terms annually at least sixty (60) days prior to institution of such proposed changes. The University shall have the opportunity during such notice period to negotiate over such changes. Any price increases need to be agreed upon by the University with the vendor. As partners in the agreement it is in both parties best interest to assure pricing is fair and that increases are supported by increased costs related to providing services.

6.2 Representatives of the Vendor will meet regularly with the Representatives of the University to make adjustments in services and will cooperate to maintain efficiency and good relations with students and staff.

6.3 Resolution of disputes in connection with this agreement shall be first attempted by and through discussion between the Vice Chancellor for Business and Finance and the Vendor Administrator. Disputes which cannot be resolved through such discussions shall be submitted to arbitration at the election of either party only after a 30-day cure period following written notification, pursuant to Chapter 788, Wisconsin Statutes.

6.4 This agreement does not provide for student health insurance to Eligible Students or any other party.

- 6.5 Student medical records are the property of the Vendor and subject to all applicable laws and regulations. The University and the Vendor shall adhere to all applicable laws and regulations regarding student and patient privacy, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations.
- 6.6 The individuals authorized to officially act on behalf of each party shall be as follows:  
Vendor: Vendor Administrator, To Be Determined by Bid  
University: Chancellor-University of Wisconsin-River Falls or Vice Chancellor, Business and Finance-University of Wisconsin-River Falls.

## 7.0 COST INFORMATION

### 7.1 Pricing.

Vendors must fully complete the cost/pricing sheet.

7.1.1 Bidders are to submit pricing on the form provided.

### 7.2 Advertising Agreement.

UW-River Falls will provide the Vendor with the following advertising opportunities at no charge:

7.2.1 Advertising signage at Smith Stadium, Hunt Arena and Page Arena.

7.2.2 Recognition as the "Exclusive Orthopedic and Sports Medicine Provider for UWRF."

Additionally, the Vendor may choose to purchase additional advertising opportunities through the UWRF Athletics Corporate Partner Program.

## 8.0 REQUIRED FORMS

The following forms must be completed and submitted with the bid in accordance with the instructions given in Section 2.3. Blank forms are attached.

Request for Bid (DOA-3070)  
Vendor Information (DOA-3477)  
Vendor Reference (DOA-3478)  
Vendor Agreement (DOA-3333)  
Cost/Pricing Form

OA-3477 (R05/98)

Commodity / Service 96208  
ATHLETIC TRAINING  
SERVICES

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

2. Name the person to contact for questions concerning this bid / proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

**VENDOR REFERENCE**

FOR VENDOR: \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations 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 (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Vendor 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, inspection of commodities directly from the contractor, and making payment directly to the contractor.

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

The State of Wisconsin will determine the contractor's participation by checking a box below.

- MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- OPTIONAL:** 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 this service has no effect on awarding this contract.

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

Vendor: please check one of the following boxes in response.

- 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.

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

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone (    )	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number	

## Standard Terms and Conditions (Request for Bids / Proposals)

- 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 Business.
- 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, 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 official 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, 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.
- 36.0 REPORT OF CHILD ABUSE OR NEGLECT:** If, in the course of providing services to UW System Business, contractor (or its agent or employee) observes an incident of child abuse or neglect, or learns of an incident 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 (or its agent or employee) must make a report of that child abuse or neglect to law enforcement or to a county social service agency as provided in UW System Business's Policy on Mandatory Reporting of Child Abuse and Neglect. If the suspected child abuse or neglect involves UW System Business or any System campus, (See Section III.F. of UW System Business's Policy on Mandatory Reporting of Child Abuse and Neglect and the contracting University campus policy), the contractor (or its agent or employee) shall also report that abuse to the UW System Business Office of Human Resources and Workforce Diversity or the contracting University campus designated office for such reporting.



## Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Business may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Business may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.