

RETURN TO:

**UNIVERSITY OF WISCONSIN OSHKOSH
ADMINISTRATIVE SERVICES-PURCHASING
800 ALGOMA BOULEVARD
OSHKOSH, WI 54901**

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

VENDOR:

Vendor E-mail:

All replies must refer to Request for Quotation No:
SP18-124

Date:
**December 7,
2017**

Quotation should be received in this office by:
December 20, 2017 10:00AM

Quote price and delivery FOB
Destination/Installation

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		<p>The University of Wisconsin Oshkosh is conducting a request for quotation for sewer relining.</p> <p>Quotation Request per the attached quotation specifications, Standard Terms & Conditions and the Supplemental Standard Terms & Conditions for Procurements for Services.</p> <p>Questions regarding this quote must be submitted on or before December 13, 2017 by 2:00PM to Susan Poff email:poffs@uwosh.edu</p>		

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.

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 Quotation 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 quotation; that this quotation has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this quotation has not been knowingly disclosed prior to the opening of quotations 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 Quotation and all terms of our quotation.

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)

Contact Person: Susan Poff	Phone: (920) 424-2006
Fax: (920) 424-0259 E-Mail: poffs@uwosh.edu	<input type="checkbox"/> Fax Quotes Accepted <input type="checkbox"/> Fax Quotes Not Accepted
<p>Price quoted must be firm for sixty (60) days. Substitutions may be quoted but must be identified. It will be the responsibility of the vendor to show product equivalency. The agency shall be the sole judge of equivalency.</p> <p>The State of Wisconsin and its agencies are exempt from payment of all federal and Wisconsin state and local taxes on its purchases except Wisconsin excise or occupation taxes on 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 these 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.</p> <p>The State of Wisconsin reserves the right to accept or reject any or all quotations, to waive any technicality in any quotation submitted, and to accept any part of a quotation as deemed to be in the best interests of the State of Wisconsin.</p> <p>Failure to respond may result in being removed from the bidder list.</p>	

UNIVERSITY OF WISCONSIN OSHKOSH
REQUEST FOR QUOTATION # SP18-124
THERMAL INSULATION INSTALLATION

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1.0 INTRODUCTION.

1.1 Scope

The University of Wisconsin Oshkosh is accepting quotes from qualified Service Providers to furnish all labor, equipment, supplies, and material as necessary to descale, prep, televise and plat laterals as needed, install Cured in Place Pipe(CIPP) to repair 212' of 4' cast iron pipe with multiple laterals and re-instate laterals as needed at Black Hawk Commons.

Project includes 3 sections: East Lower Entrance to Kitchen with 80 feet of 6" reducing down to 4", Dry Storage Room to Kitchen with 56 feet of 4' with 90 degree elbow and wye to Kitchen and Mechanical Room at Door 23 to Kitchen with 76 feet of 4" from clean-out of kitchen.

1.2 Contracting Agency, Clarification and/or Revisions to the Specifications and Requirements

This Request for Quote (RFQ) is issued by the University of Wisconsin Oshkosh. The sole contact person for managing the procurement process is:

Susan Poff
Facilities Management - Purchasing
University of Wisconsin
Oshkosh
650 Witzel Ave.
Oshkosh, WI 54902
Phone: 920.424.2006
Fax: 920.424.0259
E-mail: poffs@uwosh.edu

Any questions concerning the Request for Quotation must be submitted in writing on or before December 13, 2017 by 2:00 PM. All questions must be submitted in writing via email to Susan Poff. No verbal voice messages will be accepted. All questions regarding this invitation shall be directed to Susan Poff, UW Oshkosh, who may be reached by email to poffs@uwosh.edu. The quote number and title, Quote #SP18-124 must be referenced in the subject line of all emails.

If a vendor would like to setup a site visit please contact Susan Poff by emailing your times available within normal business hours for the site visit.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFQ.

Any contact with State employees concerning this RFQ are prohibited, except as authorized by Susan Poff, UW Oshkosh, Planning and Construction - Planning, during the period from date of release of the RFQ until the notice of intent to contract is released.

1.3 Calendar of Events

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
December 7, 2017		Date of issue of Request for Quote.
December 13, 2017	2:00 PM	Last day for submitting written inquires.
December 20, 2017	10:00 AM	Proposals due from vendors.
December 26-29, 2017		Work to be completed between

1.4 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 Oshkosh, hereafter referred to as the "University" and the successful bidder hereafter referred to as the "contractor" or "Provider" for the provision of the "as needed/on call" time and material contract for miscellaneous insulation maintenance and repair services according to the terms set forth herein.

1.5 Compliance With Laws

Federal, State, Local: Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

1.6 Contract Cancellation

The University may cancel this contract for breach, as determined by the University, which shall consider such items as, but not limited to, insufficient insurance coverage, failure to provide required period statements and lack of service. 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 or failure to comply with the terms of this contract.

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

This contract must not be construed as mandatory upon the UW Oshkosh campus. The University reserves the right to issue a separate bid when deemed in the best interest of the University.

1.7 Parking

Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through the University Parking Services. All vehicles (including personal or company vehicles) must display a valid permit when parked on campus. A permit may be shared by multiple vehicles to minimize the quantity needed. Permits may be obtained from University Parking Services in the basement of Blackhawk Commons. For more information, please see the Parking Services link: www.uwosh.edu/parking

No additional Contractor cost will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.0 BID PROCEDURE AND INSTRUCTIONS

2.1 Bid Submittal

Vendors must submit bids at the office of the Planning and Construction, UW Oshkosh, 650 Witzel Avenue, Oshkosh, WI 54902, no later than, December 20, 2017 at 2:00 PM. Bids may be mailed, delivered in person or emailed. No Bids will be accepted after the time and date established above, except as revised by written addenda.

2.1.1 Bids must be submitted on the original UW Oshkosh forms provided in the "Bid Submittal" document included in the original bid document, section 7.0. The original bid documents shall be completely filled in by the Contractor.

2.1.2 The Quote number and title, Quote #SP18-124, must be referenced in the subject line of all emails and/or reference on the envelope of the bid documents if mailed or dropped off. UW Oshkosh assumes no liability for Bids submitted without the Bid information as shown above. The delivery and receipt verification of such Bids shall be at the sole responsibility of the Service Provider. The firm submitting a Bid shall enter the name of the firm in the space designated on front page of the "Bid Submittal" document.

2.1.3 Incurring Costs: The State of Wisconsin is not liable for any cost incurred by a vendor in the process of responding to this Bid Request.

3.0 BID ACCEPTANCE, REVIEW AND AWARD

3.1 Method of Bid

Complete the enclosed bid forms:

- 1) Request for Quote cover page (DOA-3262 (R08/2004))
- 2) Bid Submittal (entire section 7)
- 3) Executed Contract Signature Page (section 8)
- 4) Designation of Confidential and Proprietary Information (DOA-3027 (R01/98) attachment)
- 5) Vendor Information (DOA-3477(R05/98) attachment)
- 6) Vendor Reference (DOA-3478(R12/96) attachment)
- 7) Vendor Agreement (DOA-3333(R03/2004) attachment)

3.2 Method of Award

The award will be based upon the lowest grand total price that is judged to be in the best interest of the University of Wisconsin System. Life Cycle cost methods and timeliness of delivery may be used in evaluation of bids when appropriate. The University reserves the right to accept or reject any and all bids, to waive any technicality in any bid submittal. The University will be the sole determiner for selecting an option which is in the best interest of the University.

3.3 Bid Acceptance

Bids that do not comply with instructions or do not comply with specifications contained in the bid request may be rejected. The University reserves the right to waive any irregularities or informalities and 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 the University. The University shall be the sole judge as to compliance with the instructions contained in this bid request. The University reserves the right to negotiate the terms of the contract with the lowest responsible, responsive bidder.

3.4 Bid Review

Bids will be reviewed by the UW Oshkosh Facilities Management department to verify that they meet all specified requirements in this bid request. This verification may include reviewing vendor's bid documents submitted and verifying certification and credentials.

3.5 Minority Preference

The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.10(2), 16.75(4), 16.75(5) and 560.03(2), Wisconsin Statutes. The University of Wisconsin Oshkosh is committed to the promotion of minority business in the State's purchasing program.

The State of Wisconsin policy provides that minority owned business enterprise certified by the Wisconsin Department of Commerce; Bureau of Minority Development should have the maximum opportunity to participate in the performance of its contracts. Supplier is strongly urged to use due diligence to further this policy by awarding subcontracts to minority owned business enterprises or by using such enterprises to provide goods and serviced incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

Bids from certified Minority Business Enterprises may have pointed weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses.

4.0 TECHNICAL REQUIREMENTS

All specifications /requirements in this section are mandatory.

4.1 General Specifications

- 4.1.1 Furnish all labor, equipment, supplies, and material as necessary to: descale and prep approximately 212' of 6" - 4" cast iron pipe, televise and plot multiple lateral lines
- 4.1.2 Install Cured in Place Pipe (CIPP) to reline the 212' cast iron pipe and reinstate the laterals.
- 4.1.3 This project would include approximately 12 laterals that need to be re-instated.
- 4.1.4 Sizes of laterals range between 1 ½" to 2 ½" pipe.
- 4.1.5 Work is typically to be done during normal working hours (7:00AM CST – 4:30PM CST), but arrangements can be made to work later and/or on weekends.
- 4.1.6 The Contractor shall provide all necessary labor, materials, supplies, equipment, and safety devices need to complete work.
- 4.1.7 Damage to existing facilities, caused by contractor, shall be the contractor's full responsibility to repair to original condition.
- 4.1.8 Work must occur as specified and be completed by December 29, 2017 at:
UW Oshkosh
Blackhawk Commons
725 Algoma Blvd
Oshkosh, WI 54901
- 4.1.9 The Provider shall be financially responsible for securing all necessary licenses, permits, certificates, waivers and contracts, including, but not limited to, licenses, certificates, construction permits, waivers, and video dial-tone authority, programming agreements and municipal construction permits prior to providing programming service.

4.2 Cleaning and Disposal of Waste Material

- 4.2.1 The Contractor shall clean up the job site at the end of each day and at work completion.
- 4.2.2 All waste materials generated by the Contractor performing work under this contract will be disposed of off-site by the Contractor at the Contractor's expense. Disposal of all materials must be in compliance with all Local, State, and Federal guidelines, regulations, and requirements.
- 4.2.3 No materials are permitted to be disposed of in University's dumpsters.

4.3 Quality Assurance

- 4.3.1 Contractor shall have a minimum of 5 years in the business installing Cured in Place Pipe (CIPP) along with reinstating laterals and must have done so for the past 5 years.
- 4.3.2 Contractor must have equipment to reinstate laterals with proven performance.
- 4.3.3 Engage an experienced staff properly trained and with sufficient experience to insure that all services provided under this contract are expeditiously and safely completed.
- 4.3.4 The service provider must adhere to the manufactures requirements for preparation and application.
- 4.3.5 The Contractor must use new product recently purchased and with sufficient shelf life to perform this work. The University reserves the right to request invoicing, age verification of product, and contact with suppliers to ensure the products utilized were not expired or not recommended for use.
- 4.3.6 All contractors' employees, while working on University of Wisconsin Oshkosh property, must wear a clearly displayed identification badge (provided by the Contractor at the Contractor's cost) showing they are employees of the contractor.
- 4.3.7 All work is to be closely coordinated with the University Facilities Management HVAC department and no work shall begin until authorized by University Facilities Management HVAC department.
- 4.3.8 The Contractor agrees that the University Facilities Management HVAC department shall have the sole authority to determine that the work is properly done and may direct the Contractor to redo any work, at the Contractor's expense, that is not to university satisfaction. At the time of project completion, the university will televise and run testing. The University may withhold partial or all payment until the work is completed to the satisfaction of the University Facilities Management HVAC department.
- 4.3.9 Any unforeseen issue must be reported to the University Facilities Management HVAC department immediately.

4.4 Warranty

All materials, labor and workmanship shall be warrantied for a period of 1 year, upon substantial completion. All costs associated with any repairs during the warranty period will be the responsibility of the bidder. UW Oshkosh will determine substantial completion.

4.5 Safety

Safety of students, staff, public and visitors is paramount in executing this contract. This Contractor should never compete with any University activities to continue/complete his work. If necessary, this Contractor will return to occupied areas after normal working hours.

- 4.7.1 All work under this contract must follow ALL city, state and federal environmental rules and regulations.
- 4.7.2 The Contractor responsible for ensuring the areas is secured to prevent personnel from entering the work area.
- 4.7.3 All work must be done in strict accordance with the manufacturer's specifications following all applicable OSHA and other safety regulations.

5.0 PERSONNEL, EMPLOYMENT PRACTICES AND STAFFING

- 5.1 Personnel relations of employees on the Provider's payroll shall be the Provider's responsibility. The Provider shall comply with all applicable government regulations related to the employment, compensation of payment of personnel.
- 5.2 All employees of the Provider, while on the job site, shall maintain appropriate appearance. This shall include proper dress for the job (i.e. shirt and shoes to be worn at all times).
- 5.3 All employees of the Provider shall maintain proper conduct in regard to personal actions and

contact with students or staff members while on University property. This shall include limiting relations or interference with students or staff to circumstances required by the job. This shall also include no drug and/or alcohol use and no profane language. Any employee of the Provider engaging in improper conduct will be required to be permanently removed from the job site.

5.4 The Provider will not engage the services of any person or persons employed by the University, without the written consent of the employer of such person or persons and of the University.

6.0 ACCOUNTING AND PAYMENTS

6.1 The Provider shall invoice the University for the services/charges for each job following service and shall include a detailed explanation of service charges on the invoice. Causes of fluctuations in charges shall be discussed and approved before work is completed, but will also be noted as part of the invoice. All records pertaining to the operations of this service shall be open for inspection and/or audit by the State and/or University at any and all reasonable times.

6.2 All correspondence and invoices shall be sent to the UW Oshkosh Accounts Payable, P.O. Box 2884, Oshkosh, WI 54903. All matters relating to adjustments of the contract arrived at by mutual agreement of the University and the Provider shall be made in writing to UW Oshkosh – Facilities Management - Purchasing.

6.3 UW Oshkosh will issue a Purchase Orders to the Provider. The invoice shall reference the Purchase Order Number.

6.4 All other correspondence shall be sent to Facilities Management - Purchasing at the University of Wisconsin-Oshkosh.

7.0 BID SUBMITTAL

7.1 Enter Hourly Rate for installation of insulation:

Description of Work	PRICE (in US Dollars \$)
Furnish all labor, equipment, supplies, and material as necessary to: descale and prep approximately 212 foot of 4" cast iron pipe, televise and plot multiple lateral lines. Install Cured in Place Pipe (CIPP) to reline the 212 foot cast iron pipe and reinstate up to 12 laterals.	\$ _____

7.2 Bidder’s Information – Qualifications

It is the purpose of this Request for quote to obtain complete data from each bidder to enable the University to determine which bidder is best able to meet and serve all of the criteria which are to be considered in the award of this contract. To this end, each bidder shall furnish as a part of this bid a complete description of capabilities in the field of sewer relining.

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. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement

may be sufficient cause for rejection of bid. Attach sheets as necessary to responses of the below items.

Determination shall be made by the University of the bidder's demonstrated financial, managerial and operational ability and resources to serve the University, from the total information required of the bidder.

- a) Name and address of operating company. Provide on Vendor Information Form DOA-3477.
- b) The duration and extent of experience providing Cured in Place Pipe (CIPP) and reinstating laterals
- c) List a minimum of four (4) clients of similar operations where you are, or have been within the last year, of which you provided CIPP in 4 inch or small pipes with multiple laterals that would be similar to our RFQ project. Provide a scope of work at each project, name, address and phone number of contact person in each operation and if available pictures or footage of before and after pictures.
- e) Describe your employee training program including all safety training.
- f) A list of the names of all of the owners of the company or principals of the corporation and requirement of two emergency phone number contacts.
- g) Other such information as the bidder deems pertinent for consideration by the University.

8.0 EXECUTED CONTRACT SIGNATURE PAGE

Bids submitted in response to this RFQ 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.

We, the undersigned, in compliance with the Request for Quote # SP 18-124 for sewer relining, hereby bid the following charges to the University of Wisconsin Oshkosh. In making these bids, we acknowledge that we have read and understood the Request for Quote and specification requirements and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

Signature _____ Company _____

Name _____ Address _____

Title _____ City _____

Telephone_____ State_____ Zip Code_____

Date_____ Email Address_____

9.0 TERMS OF THE CONTRACT

- 9.1 It is specifically understood and agreed that such items relative to installation of CIPP which are not herein covered by be added to or excluded from this bid and resulting contract by the University without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished to the University by the Provider with such additional consideration as is necessary to make it legally enforceable.
- 9.2 The Provider shall be financially responsible for obtaining all required permits, licenses and bonding 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 limited to sales and property.

10.0 SPECIAL TERMS AND CONDITIONS

10.1 Insurance

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

Coverage & Minimum Limits

Coverage	Minimum Limits Required – No Exceptions
Worker's Compensation (WC)	
Commercial General Liability	
-General Aggregate Including Product & Completed Operations	\$1,000,000
-Each Occurrence	\$1,000,000
Automobile Liability (including hired – non-owned)	
-Combined Single Limit	\$1,000,000
Contractor's Pollution Liability (with 1-yr. extended reporting period)	
-Each Occurrence	\$1,000,000
-Aggregate	\$2,000,000

Additional Insured Provision listed under the general liability policy: "Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general liability policies, for purposes of this contract."

- 10.1.1 Upon notification of award the 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. The completed Certificate of Insurance shall be sent via mail or email to:
Susan Poff
UW Oshkosh
650 Witzel Avenue
Oshkosh, WI 54902
poffs@uwosh.edu
- 10.1.2 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.
- 10.1.3 These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the University of Wisconsin Oshkosh Purchasing, 800 Algoma Blvd., Oshkosh, WI 54901, before cancellation, reduction or other modifications of coverage.
- 10.1.4 In the event of non-renewal, cancellation or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance with 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.

10.1.5 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.

10.1.6 The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its 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.

10.2 Certification of Collection of Sales and Use Tax and Exceptions

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or Provider has not met or complied with the requirements of s.77.66 Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

No award can be made to a vendor who is not in compliance with Sec.77.66 of the Wisconsin State Statutes (vendornet.state.wi.us/vendornet/wocc/CertList.pdf) relating to sales and use tax certification. If you have not established a certification for the Collection of Sale & Use Tax status with the Wisconsin Department of Revenue, the University and any other state agency cannot issue any purchase orders to your firm. For additional information, see <http://www.dor.state.wi.us/html/vendlaw.html>

The State of Wisconsin is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchase except Wisconsin excise taxes as defined in the Standard Terms and Conditions.

11.0 STANDARD TERMS AND CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any bid submitted responding to this RFB (Standard Terms and Conditions (DOA- 3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681). Failure of the successful bidder to accept these obligations in a contractual agreement may result in cancellation of the award.

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 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 fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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 nonappropriation 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.



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 Administration 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 Administration 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.

VENDOR INFORMATION

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 _____

City _____ State _____ Zip + 4 _____

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 _____

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



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.

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	

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

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # **SP18-124** 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED 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.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

