|  |
| --- |
| **University of Wisconsin - Madison** |
| **REQUEST FOR BID**THIS IS NOT AN ORDEROFFICIAL SEALED | **AGENT:** Sarah Martin **Questions regarding this bid** – **see Section 3.1****For Submittal of Bid Instructions – see Section #1.** |
|  **CONTRACT NUMBER: 18-5843-R1** **ISSUE DATE: 10/02/2017** **DUE DATE: 10/16/2017 2:00 PM CDT**If **NO BID** (check here) and return. | Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the UW-Madison Purchasing Services.Unless otherwise noted, public openings will be on the date and time specified. |
| **MISCELLANEOUS FURNITURE STORAGE**for the period November 1, 2017 through October 31, 2020, or three years after date of award, and will be automatically renewed for two additional one-year terms. |

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

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

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

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

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# SECTION #1: SUBMITTAL INSTRUCTIONS

**BIDS MUST BE DELIVERED TO:**

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

**NUMBER OF COPIES TO BE SUBMITTED:**

**One (1)** hard copies of the completed bids, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside. One** (1) CD/DVD/Flash Drive copies of the bid must also be submitted.  Bids must be received and date/time stamped prior to 2:00 p.m. CDT on the stated bid due date. Bids not so date/time stamped shall be considered late.  **Late bids shall be rejected.**

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

**If hand delivering to Purchasing Services, please come to the *6th Floor Reception Desk in Suite 6101* and c**all 608-262-1526 for assistance.

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

**If faxing or e-mailing,** the University will accept completed bids **faxed to** **(608) 262-4467** or **e-mailed to** **bids@bussvc.wisc.edu**, providedthey are date/time stamped prior to 2:00 p.m. CDT on the stated bid due date.

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

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

**RETURN ADDRESS LABEL:**

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

|  |
| --- |
| **OFFICIAL SEALED BID****NUMBER: 18-5843-R1****DUE DATE: 10/16/17 TIME: 2:00 PM CDT****SHIP FROM:****VENDOR NAME HERE:** **ADDRESS:**  |
| **SHIP TO:****UNIVERSITY OF WISCONSIN-MADISON****PURCHASING SERVICES****21 N PARK ST, SUITE 6101** **MADISON, WI 53715-1218** |

1. **BID RESPONSE REQUIREMENTS:**

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

1. Request for Bid Form (signed)

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

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

4. Itemized Bid List (Attachment C)

5. Vendor Information Sheet (Attachment D)

6. Client Reference List (Attachment E)

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# SECTION #2: GENERAL INFORMATION

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

**2.1 Purpose:**

 The University of Wisconsin-Madison, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing,” hereinafter referred to as "Purchasing," requests bids for the purchase of Miscellaneous Furniture Storage.

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

 **Scope:**

 **Bids are encouraged to be sent from Manufacturers listed on the Itemized Bid List. Orders may be placed through Dealers (sub-contractors, distributors) where designated by Manufacturer.**

 This contract is designed to offer users a variety of manufacturers from which they can purchase Miscellanous Furniture Storage. The manufacturers listed on the Itemized Bid List have been identified as currently in use or of potential interest for University of Wisconsin furniture-related storage applications. Users of the contract should note that some Office Furniture Storage is available under mandatory State of Wisconsin-Department of Administration (DOA) contracts. These include bookcases, file cabinets, tables, side/conference room chairs, ergonomic seating and systems furniture, all of which are available from various vendors including Badger State Industries(BSI) under DOA mandatory contracts. For those items available under DOA contracts, customers must purchase them from the DOA contract awarded vendor(s).

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

 **Scope:**

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

 The University reserves the right to negotiate with any contracted vendor(s) to establish additional discounts and/or lower prices for products determined to meet the requirements of a University-led initiative to set product standards. Contractor vendor(s) (will) (may) be asked to provide new, lower prices for these standard products and configurations for a limited, fixed term, to fall within the term of the contract resulting from this Request for Bid/Request for Proposal.

**2.2 Definitions:**

 The following definitions are used throughout this document:

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

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

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

 **Department** means all UW-Madison departments.

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

 **MBE** means Minority Business Enterprise.

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

 **Purchasing card** means State credit card.

 **RFB** means Request for Bid.

 **State** means State of Wisconsin.

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

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

**2.3 VendorNet Registration**

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

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

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

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

2.3.4 Only vendors registered, with a valid e-mail address, at the time the RFB or RFP is posted will receive e-mail notifications of addendums/amendments. Vendors who obtain the RFB or RFP from a third party; through the public notice website; or other means assume responsibility for checking for updates to the RFB or RFP.

**2.4 Orders:**

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

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

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

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

2.5 Electronic Commerce through University’s Jaggaer Implementation:

 The University’s electronic commerce (e-commerce) model for ordering may be implemented during the term of this contract. This model will require a business-to-business link between the contractor’s e-commerce system and the University’s Jaggaer system. If provided by the University, contractors selected for e-Commerce ordering will be required to provide additional rebate percentages on orders placed using the e-Commerce model in exchange for the services below:

**2.5.1 Electronic Ordering Process**

 The University provides access to over 13,000 customers who have purchased product through the University’s e-commerce site (traditionally called “Materials Distribution Services” or “MDS”) since 2006, now called Jaggaer since 2013. This connection eliminates the need for the Contractor to set up individual accounts for University customers.

**2.5.2 Electronic Payment Process**

 The University pays 100% of invoices within 20 days for all end user purchases ordered through the University’s e-commerce site; disputed charges are corrected via credits. Invoices are receipted electronically on a daily basis, and no credit cards are utilized. This minimizes the Contractor’s accounts receivable processes, and alleviates payments to a bank for credit card processing.

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2.6 Electronic Commerce/Online Ordering Provided Directly by Contractor:

 Customers of this contract may want to take advantage of electronic ordering and “E-Commerce” opportunities that may be offered by the Contractor. If electronic ordering methods are used, the following conditions will apply:

 The terms of this RFB will take precedence over any auxiliary or ancillary contract that may be accepted by any employee of the University or State. Any terms, conditions, clauses or specifications that are not consistent with the terms, conditions, or specifications of the RFB will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment format signed by the Contract Administrator. These contracts include, at a minimum, “Wrap Around”, “Click and Wrap”, Electronic Commerce contracts, auxiliary or ancillary service contracts, or any other additional contracts that further define or add additional service elements to the master contract.

**2.7 Campus Delivery Requirements:**

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

2.7.2 The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at <http://transportation.wisc.edu/resources/large_truck.aspx>.

2.7.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30’ truck policy referenced in Section 2.6.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

**2.8 Parking:**

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

**2.9 Promotional Materials/Endorsements:**

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

**2.10 Energy Star:**

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

**2.11 Supplier Diversity**

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

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

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

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

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

**2.11.2 Woman Owned Business (WBE)**

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

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

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

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

2.12 Affirmative Action:

 As a State agency, the University requires Contractors issued any purchase order exceeding $25,000.00to provide an Affirmative Action Plan. Failure to comply appropriately with these requirements **may lead to your company being banned from doing business with any agency of the State of Wisconsin**. Additionally, failure to comply with this requirement may result in termination of this contract and withholding of payment. On the Bidder Response Sheet provide the requested information.

 For additional information, see Section 17.0 of the Standard Terms and Conditions (<http://www.bussvc.wisc.edu/purch/stdterms1.html>). Some exceptions may apply. FAQ info is available at: <http://www.bussvc.wisc.edu/purch/VendorInfo/AffAction/AffirActionInfo.html>. Instructions for completing a plan are available upon request.

2.13 Wisconsin Sales and Use Tax Registration:

 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/certtax.asp](http://vendornet.state.wi.us/vendornet/wocc/certtax.asp)) relating to sales and use tax certification.

 If you have not established a certification for Collection of Sale and Use Tax status with the Wisconsin Department of Revenue, the University and any other state agency can not issue any purchase orders to your firm. For additional information see <http://www.dor.state.wi.us/html/vendlaw.html>

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# SECTION #3: RFB PROCESS INSTRUCTIONS

3.1 Clarifications and/or Revisions through Designated Contact:

 All communications and/or questions in regard to this request should be in writing and must reference the bid number. Bidders are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

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

 ADMINISTRATIVE:

Sarah Martin

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: sarah.martin@wisc.edu

PHONE 608/265-0443 -- FAX 608/262-4467

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

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

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

3.2 Applicable Dates:

|  |  |
| --- | --- |
| **Date**October 2, 2017October 9, 2017October 16, 2017 -- 2:00 PM CDTNovember 1, 2017 | **Event**Date of Issue of the RFBWritten questions dueRFB Due Date (Local Madison Time)Contract Term Begins (Estimated) |

##

## **3.3 Term of Contract**

 The initial term of this contract shall be November 1, 2017, or date of award, through October 31, 2020, or 3years after date of award. **This contract may be renewed for two additional one-year terms, through September 30, 2022, if determined by Purchasing it is in the best interest of the University.**

3.4 Conflict of Interest:

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

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

 The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits tovalidate information submitted with thebids. Failure of a bidder to conduct a presentation on

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 the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These eventscannot be used as an opportunity to alter bids submitted.

3.6 Proprietary Information:

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

3.7 Reasonable Accommodations:

 The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations for your site visit, contact Agent.

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

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

3.8 Method of Bid:

Bids are encourage to be submitted by Manufacturers. Attachment B (Dealer Information) should be included in bids submitted by Manufacturers.

 Bidder must submit a bid in the form of a percent discount from the most current price list identified on the Itemized Bid List for FOB Destination Door Delivery (Column A) and FOB Installed (Column B) for each manufacturer.Bidders submitting a 0% discount will be disqualified. Bidder must identify current price list by title and date on the Itemized Bid List. Bid discounts must include all design, delivery and installation services and costs (as applicable) and must be applied to all quotations where new or additional furniture is being purchased.

 3.8.1 If the price list includes more than one column, bidder must identify to which column the percent bid is applied or your bid for that manufacturermay be disqualified. If not identified by the bidder, the UW may use the highest priced column for award consideration.

 The column identified shall be used as the basis for award and all subsequent orders unless a lower priced column is negotiated by the parties.

 3.8.2 Bidders should provide pricing for design (Column C) and/or installation/reconfiguration services (Column D) for instances when no new or additional product is being quoted/purchased. If these services are offered at “no charge”, Bidder should identify that in their response.

**3.9 Method of Award:**

 Award(s) shall be made on the basis of the highestpercentage discount(s) bid for each manufacturer identified on the Itemized Bid List. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified.

Award Criteria are as follows:

3.9.1 Volume discounts shall not be considered when determining award. However, they shall apply to orders issued on this contract.

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3.9.2 Design and installation/reconfiguration services in situations where additional or new furniture will not be

 purchased shall not be used to determine award.

3.9.3 It is intended that the entire award shall be to a single bidder per manufacturer listed on the Itemized Bid List.

3.9.4 Alternate/additional manufacturers/dealers may be awarded as additional product line(s) if deemed acceptable/ equivalent by the University. The University reserves the right to add these additional manufacturers as time and resources permit.

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**SECTION #4: BIDDER QUALIFICATIONS**

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

4.1  Bidder Information**:**

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

4.2 Bidder Experience**:**

 Bidder **company or its principals** must be in the business of providing Miscellaneous Furniture Storage and must have done so for the past 3 years.

4.3 Authorization**:**

 Bidder must be an original manufacturer.

**4.4 Client List/References:**

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

4.5 Fair Price Analysis**:**

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

**4.6 Trademark:**

 Bidder **must** be able to be a UW-Madison Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary, licensed or copyright interest.

**4.7 Minimum Order:**

 Bids that require any minimum order quantity or dollar amount shallbe disqualified.

**4.8 Debarment:**

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

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# SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

**5.1 Firm Discounts:**

5.1.1 Prices for the items listed on this contract shall be based on a **firm discount** from the price list identified on the Itemized Bid List.The percentage must remain firm during the initial and each succeeding contract term; or may be renegotiated by the University and the Contractor. Contractor may offer better (higher) discounts due to general market conditions, larger projects, etc. The University reserves the right to conduct pricing exercises/quote requests to any or all of the Contractors available.

5.1.2 One (1) E-mail attachment of the price list in an Excel, Word or searchable PDF format should accompany your bid response. After award, Contractor must provide additional copies to Purchasing and University departments upon request.

5.1.3 Should prices change during the contract term, it is the responsibility of the Contractor to submit a letter, referencing the contract number, and e-mail attachment of the price list in an Excel, Word or searchable PDF format of the new price list or revised portions, to Purchasing, 30 days prior to any price increases becoming effective. Proposed price increases are limited to fully documented costs increases submitted with the request. Invoices shall be audited using the most current price list on file in Purchasing on the date the order was placed. An acceptance of the price list change will be in the form of an amendment to the contract.

5.1.4 Price lists should be labeled with the contract number and lot(s) if applicable, to which they apply.

5.1.5 The University reserves the right to negotiate with any contracted vendor to establish additional discounts for products determined to meet the requirements of a University-led initiative to set product standards. Contracted vendors may be asked to provide additional discounts for these standard products and configurations for a limited, fixed term, to fall within the term of the contract resulting from this Request for Bid. Decisions regarding development of such product standards will be at the sole discretion of the University and any additional discounts offered by contractor(s) will be made effective by amendment to the contract resulting from this Request for Bid.

5.2 F.O.B. Destination, Freight Prepaid and Allowed **(vendor responsible for freight costs with ownership changing at UW delivery location):**

 Delivery will be made by common carrier or Contractor’s truck, with unloading to be performed by the carrier/contractor and carton(s) transported to the interior/ground floor or inside dock at various locations. Bid prices must include all packing, freight, insurance charges and installation/operation manuals.

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

 Delivered Duty Unpaid (DDU). Bidders must include costs from bidders door to port of destination and local delivery charges. The University will be responsible for all United States duty fees, port of entry documentation fees, custom clearance, tax, etc., if applicable.

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

 **NOTE:** As necessary, awarded Contractor must use the University's contracted customs broker, to be identified on the purchase order.

 Custom duty costs and forms (if applicable) will be handled by the University through the University’s contracted customs broker.

 Failure to bid FOB DESTINATION, FREIGHT PREPAID AND ALLOWEDin bid price or discountmay disqualify your bid.

**-AND-**

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5.2 F.O.B. Destination Freight Prepaid Included and Installed:

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

 Delivered Duty Unpaid (DDU). Bidders must include costs from bidders door to port of destination and local delivery charges. The University will be responsible for all United States duty fees, port of entry documentation fees, custom clearance, tax, etc., if applicable.

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

 **NOTE:** As necessary, awarded Contractor must use the University's contracted customs broker, identified on the purchase order.

 Failure to bid FOB Destination Freight Prepaid Included and Installed in pricemay disqualify your bid.

**-AND/OR-**

5.2 On Site Service**:**

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

**5.3 Requirements for Criminal Background Checks**

**Background Checks of Contracted Individuals**

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

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

**Background Checks of Contractors**

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

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

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 incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the Contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

5.4 Timeliness of Delivery**:**

 Delivery is desired as soon as possible after receipt of an order. State on the **Itemized Bid List** when delivery can be made. Timeliness of delivery may be used in evaluation for bid award.

 The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within 24hours of receipt of order or release against existing order(s).

**5.5 Item Return Policy:**

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

**5.6 Additional Items/Services:**

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

**5.7 Invoicing Requirements:**

**Invoices for Purchase Orders**:

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

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

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

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

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

**Purchasing Card:**

 Order confirmationshall contain the same detail as listed in Section 5.9.1 and should be sentto the address given at the time of the order is placed.

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

## **5.8 Payment Terms**

 Payment will not be made until the item/serviceis determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor **Net 30 days** as accepted by the University.

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5.9 Shipments, Duplicates and Overshipments**:**

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

5.10 Training**:**

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

5.11 Insurance**:**

 The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon award and provided on an annual basis throughout the term of the Contract.

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

## **5.12 Performance Meetings**

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

5.13 Subcontracting**:**

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

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

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

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

5.14 Activity Reports**:**

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

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

**5.15 Contract Termination**

5.15.1 The University may terminate the Contract at any time, **without cause**, by providing 15 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

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

5.15.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: repeated non-delivery, repeated late delivery, inadequate customer service, consistent and ongoing customer complaints, failure to resolve delivery.installation problems, failure to provide current price lists in a timely manner, failure to provide questions in a complete format as described in 6.6, consistent backorders, failure to return communication request timely, or failure to provide any of the Terms, Conditions or Specifications.

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

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

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

5.15.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the **ordering department.**

**5.16 Other Eligible Purchasers:**

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

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

## **5.17 Record and Audit**

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

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

## **5.18 Executed Contract to Constitute Entire Contract**

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

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A. Contract Award Letter

B. Original Request Bid Number 18-5843-R1, dated October 2, 2017 including amendments/attachments

C. Bidder response to RFB.

D. Official Purchase Order (when applicable)

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

 Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFB should be submitted with your response and alternative language proposed.

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

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

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# SECTION #6: SPECIFICATIONS

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

See Itemized Bid List (Attachment D)for furniture desired.

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

**6.1 Manufacturers and Specifications:**

 Specific manufacturer(s) are provided to establish the design, type of construction, quality, functional capability and performance level desired. Adequate detailed specifications of the items/services beingoffered or bid should be included with your bid.

6.2 Warranty**:**

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

6.3 Employee Identification**:**

 All Contractor’s employees, while working on University property, mustwear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor’s cost.

**6.4 Quotation Requirements:**

 When quotations are requested, Contractor must provide all prices showing item number, bid contract number, description, manufacturer name, list price, discount percentage and net price.

**6.5** **Product Storage:**

 Contractor may be required to “hold” product in storage in the event a building or installation site is not ready, complete or available. This storage should be at no cost to the University for a period up to 60 calendar days unless a cost is negotiated and agreed to by the University.

6.6 On-Site Demonstration**:**

 An on-site demonstration of any product may be required for evaluation purposes. This demonstration is to be without expense or obligation to the University. The University will not be liable for any loss or damage. If requested, the demonstration must occur within 30 working days or as negotiated with the Contractor.

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

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

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# ATTACHMENT A: BIDDER RESPONSE SHEET

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

**Terms and Conditions**

 A contract will be awarded based on the criteria established in this bid. The Specifications, Special and Standard Terms and Conditions, Attachments to the bid document, Bidder response and any UW Madison Purchase Order will become the Contract between the University and the Contractor. Bidder must accept these Specifications, Special and Standard Terms and Conditions or submit detailed and defined exceptions along with proposed alternative or additional language for each exception.

Submitting a standard Bidder Contract as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the vendor’s bid.

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

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

 **YES NO**

 **SUBMITTAL INSTRUCTIONS**

 Have you returned **one (1)** complete set of your bid? [ ]  [ ]

1.1 Have you completed and returned all forms required? [ ]  [ ]

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

 [ ]  E-mail

 [ ]  Fax

 [ ]  Internet

 [ ]  Mail

 [ ]  Phone

 [ ]  Other:

2.10 Which of your items meet the Energy Star requirements?

4.2 Are you in the business of providing Miscellaneous Storage Furniture and has your [ ]  [ ]

 company or its principals done so for the past three (3) years?

4.3 Are you an original manufacturer? [ ]  [ ]

4.4 Have you provided a client list? (see Attachment E) [ ]  [ ]

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

 provide to assist the University in its fair price analysis?

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

 University?

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

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

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

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

 participation in this transaction by any federal department or agency?

 **Firm Discounts**

5.1.1 Do you agree to firm discounts as stated? [ ]  [ ]

5.1.2 Have you provide one (1) email/flashdrive/cdof price lists as required?

 Will you provide additional copies to Purchasing and University departments upon request? [ ]  [ ]

5.1.3 Do you agree with process and timeframe identified for accepting price increases? [ ]  [ ]

5.2 Are you bidding all prices F.O.B. Destination, Freight Prepaid and Allowed? [ ]  [ ]

 (Be sure to read Section 5.2 carefully)

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

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

**-AND-**

5.2 Are you bidding all prices F.O.B. Destination Freight Prepaid Included and Installed? [ ]  [ ]

 (Be sure to read Section 5.2 carefully)

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

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

**-AND/OR-**

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

5.3 Do you agree with the requirements for criminal background checks?[ ]  [ ]

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

 Will you notify ordering department of backorders, discontinuation or delays as stated? [ ]  [ ]

5.5 Do you agree with return policy? If not, state your return policy in detail. [ ]  [ ]

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

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

 on each order?

 Will you accept orders placed using a Purchasing Card? [ ]  [ ]

 If **YES**, orders placed using a purchasing card must reflect current contract pricing.

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

5.9 Do you agree to terms regarding duplicates and overshipments? [ ]  [ ]

5.10 Will you provide instructions on set-up and operation as required? [ ]  [ ]

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5.11 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage [ ]  [ ]

 as required in 5.11 and will you addthe following language to the insurance certificate?:

 *“The Board of Regents of the University of Wisconsin System, its officers, employees and agents”*

 *are added**as an ‘additional insured’ under the commercial general, automobile, and Contractor’s*

 *liability policies on any insurance certificate provided.”*

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

5.16 Do you agree to extending the contract to other:

 University of Wisconsin System campuses? [ ]  [ ]

 State of Wisconsin Agencies? [ ]  [ ]

 Wisconsin Municipalities? [ ]  [ ]

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

6.1 Are you bidding items as specified on the Itemized Bid List? [ ]  [ ]

6.2 Will you honor manufacturer standard warranty? [ ]  [ ]

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

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

6.3 Will you agree to have all employees wear appropriate identification? [ ]  [ ]

6.4 Do you agree to Quotation requirements? [ ]  [ ]

6.5 Do you agree to hold product in storage? [ ]  [ ]

6.7 Have you identified products that are made of recycled products that use environmentally [ ]  [ ]

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

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# ATTACHMENT B: DEALER INFORMATION

**Include dealer information (if applicable) for each manufacturer using the format listed below:**

(Attach additional pages as needed to identify all manufacturers)

**MANUFACTURER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **DEALER NAME:** |  |
| **ADDRESS:** |  |
| **CONTACT NAME:** |  |
| **EMAIL** |  |
| **PHONE/FAX:** |  |

**MANUFACTURER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **DEALER NAME:** |  |
| **ADDRESS:** |  |
| **CONTACT NAME:** |  |
| **EMAIL** |  |
| **PHONE/FAX:** |  |

**MANUFACTURER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **DEALER NAME:** |  |
| **ADDRESS:** |  |
| **CONTACT NAME:** |  |
| **EMAIL** |  |
| **PHONE/FAX:** |  |

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# ATTACHMENT C: ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFB.

|  |  |  |
| --- | --- | --- |
|  |  | **ANY ADDITIONAL CHARGES FOR:** |
| **ITEM:** | **MANUFACTURER:** | **COLUMN A****FOB DESTINATION****DOOR DELIVERY****DISCOUNT** | **COLUMN B****FOB INSTALLED****DISCOUNT** | **COLUMN C****DESIGN SERVICES – NO PRODUCT BEING PURCHASED** | **COLUMN D****INSTALLATION OR RECONFIGURATION SERVICES – NO PRODUCT BEING PURCHASED** |
| 1. | **AURORA STORAGE PRODUCTS**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 2. | **BORROUGHS (Montel Shelving Systems)**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 3. | **HAMILTON SORTER**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 4. | **HALLOWELL** Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 5. | **MAYLINE**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |

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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 6. | **METRO COMMERCIAL PRODUCTS**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 7. | **SPACE SAVER CORP**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 8. | **DELTA DESIGNS LTD**Warranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 9. | Storage Systems Midwest, IncWarranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 10. | UlineWarranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |
| 11. | Lyon WorkspaceWarranty: \_\_\_\_\_ yearsDelivery ARO\* \_\_\_\_\_\_\_\_\_\_ daysPrice List Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Price List Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_%** | **\_\_\_\_\_\_\_\_\_\_\_%** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** | **$\_\_\_\_\_\_\_\_\_\_\_/hr** |

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**ATTACHMENT D: VENDOR INFORMATION FORM**

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

1. **Company and Contact Information**

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

**Contact for questions regarding this Bid**

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

**Contract Renewals / Problems**

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

**Sales Representative**

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

**Ordering / Expediting**

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

**Returns**

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

**Invoice Information**

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

**Affirmative Action (see Section 17 in)**

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

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

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

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**VENDOR INFORMATION FORM CONT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ATTACHMENT E: CLIENT REFERENCE LIST**

Bidder Name:

The Bidder must provide a minimum of three (3) business references.

1. Reference Name: Contact:

Address:

Phone #: ( ) E-mail address:

Fax/Internet address:

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

2. Reference Name: Contact:

Address:

Phone #: ( ) E-mail address:

Fax/Internet address:

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

3. Reference Name: Contact:

Address:

Phone #: ( ) E-mail address:

Fax/Internet address:

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

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

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# ATTACHMENT F: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 **NONDISCRIMINATION/ AFFIRMATIVE ACTION:**

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

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

 <http://www.bussvc.wisc.edu/purch/vendorinfo/affaction/affiractioninfo.html>

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

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

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17.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, theContractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees toobtain identical certifications from any subcontractors prior to the award of a subcontract exceeding $50,000 and will retain such certification for audit purposes.

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

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

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

21.0 **WARRANTY:** Unless the equipment manufacturer’s standard warranty is greater than one (1) year, 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.

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

1. **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
2. **FORCE MAJEURE:**  Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
3. **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.
4. **CHILD ABUSE NOTIFICATION:** Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.

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

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

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

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

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**ATTACHMENT G: APPLICABLE FEDERAL RULES**

**COMPLIANCE WITH LAWS:**

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

**DEBARMENT:**

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

**DEVELOPMENT OF DISADVANTAGED SUPPLIERS:**

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

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

The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term “Contractor” shall mean “Subcontractor”, “Seller” or “Supplier”, the term “Contract” or “Subcontract” shall mean “Purchase Order”, the term “Government” shall mean “Buyer” or “University” and the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”. It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller’s obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.

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

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**FAR CLAUSES**

52.202-1 Definitions (Jan 2012)

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

52.204-7 Central Contractor Registration (Aug 2012)

52.211-5 Material Requirement (Aug 2000)

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

52.215-16 Facilities Capital Cost of Money (June 2003)

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997) (applicable when cost of money is not proposed)

52.223-10 Waste Reduction Program (May 2011)

52.223-11 Ozone Depleting Substances (May 2001)

52.223-12 Refrigeration Equipment & Air Conditioners (May 1995)

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

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

52.232-8 Discount for Prompt Payment (Feb 2002)

52.232-25 Prompt Payment (Oct 2008)

52.233-3 Protest After Award (Aug 96) (Alt. I) (June 1985)

52.243-1 Changes – Fixed Price (Aug 1987)– Alt. II (Apr 84)

52.244-6 Subcontracts for Commercial Items (Dec 2010)

52.245-1 Government Property (Apr 2012)

52.245-2 Government Property Installation Operation Services (Apr 2012)

52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 1984)

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

52.251-1 Government Supply Sources (Apr 2012)

52.253-1 Computer Generated Forms (Jan 1991)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Jan 2009)

252.204-7000 Disclosure of Information (Dec 1991)

252.204-7003 Control of Government Personnel Work Product (Apr 1992)

252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)

252.223-7001 Hazard Warning Labels (Dec 1991)

252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994)

252.223-7003 Change in Place of Performance – Ammunition and Explosives (Dec 1991)

252.225-7001 Buy American Act and Balance of Payments Program (June 2012)

252.225-7002 Qualifying Country Sources as Subcontractors (June 2012)

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sept 2006)

252.225-7009 Restrictions on Acquisition of Certain Articles Containing Specialty Metals (June 2012)

252.225-7013 Duty-Free Entry (June 2012)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (June 2011)

252.227-7013 Rights in Technical Data – Noncommercial Items (Feb 2012)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2012)

252.227-7015 Technical Data – Commercial Items (Dec 2011)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)

252.227-7019 Validation of Asserted Restrictions – Computer Software (June 1995)

252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988)

252.227-7030 Technical Data - Withholding of Payment (Mar 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (June 2012)

252.227-7039 Patents-Reporting of Subject Inventions (Apr 1990)

252.231-7000 Supplemental Cost Principles (Dec 1991)

252.244-7000 Subcontracts for Commercial items and Commercial Components (DOD Contracts) (June 2012)

252.246-7000 Material Inspection and Receiving Report (Mar 2008)

252.251-7000 Ordering from Government Supply Sources (Aug 2012)

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

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**Applicable when fixed price is greater than $3,000**

52.222-3 Convict Labor (June 2003)

52.222-19 Child Labor – Cooperation with Authorities and Remedies (March 2012)

52.222-54 Employment Eligibility Verification (July 2012)

52.225-13 Restrictions on Certain Foreign Purchases (June 2008)

52.232-23 Assignment of Claims (Jan 1986)

**Applicable when fixed price is greater than $10,000**

52.222-20 Walsh-Healy Public Contracts Act (Oct 2010)

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

52.222-22 Previous Contracts & Compliance Reports (Feb 1999)

52.222-26 Equal Opportunity (Mar 2007)

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

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

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

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

52.222-37 Employment Reports on Veterans (Sep 2010)

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

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

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

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

52.203-3 Gratuities (Apr 1984)

52.203-5 Covenant Against Contingent Fees (Apr 1984)

52.203-6 Restrictions on Sub-Contractor Sales to the Government (Sep 2006)

52.203-7 Anti-Kickback Procedures (Oct 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.215-2 Audit and Records- Negotiation (Oct 2010) (Alt. II) (Apr 1998)

52.215-14 Integrity of Unit Prices (Oct 2010)

52.219-8 Utilization of Small Business Concerns (Jan 2011)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)

52.222-35 Equal Opportunity for Veterans (Sep 2010)

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52.223-6 Drug-Free Workplace (May 2001)

52.227-1 Authorization and Consent (Dec 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

52.232.17 Interest (Oct 2010)

52.242-13 Bankruptcy (July 1995)

52.244-2 Subcontracts (Oct 2010) (Alt 1) (June 2007)

52.244-5 Competition in Subcontracting (Dec 1996)

52.246-2 Inspection of Supplies - Fixed Price (Aug 1996)

52.246-4 Inspection of Services - Fixed Price (Aug 1996)

52.246-24 Limitation of Liability-High Value Items (Feb 1997)

52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Dec 2012)

252.203-7001 Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Dec 2008)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)

252.209-7004 Subcontracting with Firms that are owned or Controlled by the Government of a Terrorist Country (Dec 2006)

252.242-7004 Material Management and Accounting System (May 2011)

252.247-7023 Transportation of Supplies by Sea (May 2002)

52.222-37 Employment Reports on Veterans \*\* Applies when 52.222-35, Equal Opportunity for Veterans is also included \*\*