



REQUEST FOR BID (RFB)

FOR

Custodial Services for Head Start Programs

Issued By

UNIVERSITY OF WISCONSIN OSHKOSH

RFB NUMBER: SP-21-344

December 10, 2020

AGENT: Susan Poff (920) 424-2006

E MAIL: *poffs@uwosh.edu*

If **NO BID** (check here) and return.

PLAN DUE DATE: December 22, 2020 @ 11:00 A.M. CDT

THERE WILL BE NO PUBLIC OPENING

LATE PLANS WILL BE REJECTED

FACILITIES MANAGEMENT - PURCHASING

UNIVERSITY OF WISCONSIN-OSHKOSH • 650 Witzel Ave • Oshkosh, WI 54902
Phone 920-424-2006



Bidder Required Form

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

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

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

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

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

Section 4: Designation of Confidential and Proprietary Information

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

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

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

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

We request that the following pages not be released:

Section	Page #	Topic

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

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

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

Agency Only:

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

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

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

Interested municipalities:

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

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

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

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

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

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

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

Special Conditions (if applicable):

Section 6: Bidder Identification (Check all that apply)
<input type="checkbox"/> We claim minority bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6 th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. Does Not Apply to Printing Bids.
<input type="checkbox"/> We claim disabled veteran owned business bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6 th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. Does Not Apply to Printing Bids.
<input type="checkbox"/> We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6 th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 7: Bidder Certifications
Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
<input type="checkbox"/> We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.
<input type="checkbox"/> We certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.
<input type="checkbox"/> We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.

Section 8: Bidder Signature			
Name of Authorized Company Representative:	Title:	Phone:	Fax:
Signature of Above	Date:	Email:	

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



UNIVERSITY OF WISCONSIN OSHKOSH
REQUEST FOR BID # SP-21-344
Custodial Services for Head Start Programs

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SECTION #1: SUBMITTAL INSTRUCTIONS

BIDS MUST BE E-MAILED

The University will accept completed bids **e-mailed to fm-bids@uwosh.edu**, provided they are date/time stamped prior to the stated bid due date.

Submitting a bid to any other e-mail address than **fm-bids@uwosh.edu** does not constitute receipt of a valid bid by Facilities Management 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 should be received prior to 11:00 a.m. CST/CDT on the stated due date.

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. Bidder Required Form (DOA-3832)
2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (**Attachment A**)
3. Specifications, descriptive brochure and detail for the item(s) bid (**Section 6**) (**Attachment B & C**)
4. Itemized Bid List (**Attachment D**)

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 Background Information

Founded in 1871, the University of Wisconsin Oshkosh is the third-largest university in Wisconsin. With a fulltime enrollment of more than 13,000 students and over 1,500 faculty and staff. UW Oshkosh offers 74 associate, baccalaureate and master’s degree programs in the colleges of Business, Education and Human Services, Letters and Science and Nursing. UW Oshkosh serves as the educational, cultural and economic engine for 1.2 million citizens of northeastern Wisconsin.

Head Start is a program within University of Wisconsin Oshkosh and is rich with history and highly acclaimed with success. Of all the programs of the 1960’s War on Poverty, Head Start has been one of the most successful and is the most long-lived. Head Start was designed to help break the cycle of poverty by providing preschool children of low-income families with a comprehensive program to meet their emotional, social, health, nutritional, and psychological needs.

UW Oshkosh Head Start makes dreams come true! Almost 500 children and their families, living in Calumet, Outagamie, Winnebago and Shawano counties at 9 locations participate each year in this highly successful early childhood and family development program.

2.2 Purpose:

The University of Wisconsin Oshkosh, hereinafter referred to as the “University”, through its Administrative Services-Purchasing Department, hereinafter referred to as “Purchasing”, is requesting bids for **Head Start, for Custodial Services for five locations with three types of services: Night Cleaning, Special Day Service Attendant, and COVID-19 Deep Cleaning Services.**

2.3 Scope:

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

2.4 Definitions:

The following definitions are used throughout this document:

Agent means UW Oshkosh representative responsible 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.

CIC means Committee on Institutional Cooperation, a consortium of the Big Ten universities plus the University of Chicago.

Contractor means successful Bidder awarded the bid.

Department means UW Oshkosh Head Start

DVB means Disabled Veteran-Owned Business.

MBE means Minority Business Enterprise.

Purchasing means the Purchasing Department in Administrative Services responsible for the procurement of goods and services on UW Oshkosh campus, located at 236 Dempsey Hall, 800 Algoma Blvd, Oshkosh, WI 54901.

Purchasing Card means State credit card.

RFB means Request for Bid.

State means State of Wisconsin.

University UW Oshkosh and UWO all mean University of Wisconsin Oshkosh.

WBE means Woman-Owned Business Enterprise.

2.5 Incurring Costs:

The State of Wisconsin is not liable for any cost incurred by Bidders in replying to this RFB.

2.6 Wisconsin eSupplier Portal Registration:

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

Registration allows a vendor to:

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

2.7 Campus Address Information:

2.7.1 Service Location Information

UWO Menasha Head Start
540 Second St.
Menasha WI 54952

UWO Head Start
CELC
313 South State St.
Appleton WI. 54911

UWO Head Start East Appleton
1800 South Lawe St.
Appleton WI. 54915

UWO Head Start Peace Center
240 W. 9th Ave
Oshkosh, WI 54902

UWO Head Start Wilcox Center
515 E Parkway Ave
Oshkosh, WI 54901

2.7.2 The UW Oshkosh Mailing Address is:

UW Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901

2.8 Promotional Materials/Endorsements:

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

2.9 Energy Star:

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

2.10 Supplier Diversity

2.10.1 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 Oshkosh is committed to the promotion of minority business in the state's purchasing program.

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

The supplier/contractor shall furnish information at least once per year, in the format specified by the University, about its purchases (including dollar amounts) from Wisconsin certified MBEs, and additional efforts made to achieve this goal.

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.

2.10.2 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.

2.10.3 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.

2.10.4 Veteran-Owned Business Program (VB)

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State Contracts.

2.11 Reasonable Accommodations:

University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If any alternate accommodations are needed, contact Susan Poff at (920) 410-6102.

2.12 Special Pandemic and Emergency Operations Considerations:

The University of Wisconsin System, individual campuses, municipalities, counties, or the State or Federal government may have emergency orders or guidelines in place mandating or recommending measures such as face masks, protective gear, hand washing, temperature checks, symptom reporting, social distancing, or other temporary public health and safety measures. All suppliers visiting UW campuses or participating in UW sponsored activities, whether on or off campus, must comply with all relevant University, campus, government, and public health and safety mandates and guidelines unless specifically exempted by the applicable legislation,

executive order or public health order. UW reserves the right to impose additional health and safety requirements, processes, and procedures at any time. Proposers, contractors and suppliers and their support personnel present in person at any UW site or event must comply with all such applicable measures in effect at that location unless specifically exempted by advance written authorization.

SECTION #3: RFB PROCESS INSTRUCTIONS

3.1 Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this RFB must be in writing and reference the RFB number. Bidders are encouraged to e-mail Susan Poff (poffs@uwosh.edu) with their questions.

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

Susan Poff
UW Oshkosh Facilities Management - Purchasing
800 Algoma Blvd
Oshkosh, WI 54901
PHONE 920/410-6102
E-mail: poffs@uwosh.edu

If a Bidder fails to notify the Facilities Management Purchasing Office of an error in the RFB document which is known to the Bidder, or which must have reasonably been known to the Bidder, then the Bidder shall submit a response at the Bidder's risk and if awarded a contract, shall not be entitled to additional compensation or 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 and provided to all recipients of this initial RFB.

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 Calendar of Events:

<u>Event</u>	<u>Date</u>
RFB Release Date	December 10, 2020
Written Questions due.....	December 16, 2020 @ 11:00 AM CST/CDT
RFBs DUE BY:	December 22, 2020 @ 11:00 AM CST/CDT
Award Notification:	December 2020
Contract start date:.....	January 2021 (estimated)

3.3 Late Responses:

Any response received after the time and date specified in Section 3.2 will not be opened or reviewed.

3.4 Contract Term:

The initial term of this contract shall be date of award through **3 years** after date of award. This contract will be automatically renewed for two (2) additional one-year terms, unless Purchasing is notified, in writing, by the Contractor ninety (90) days prior to expiration of the initial and/or succeeding Contract term(s), or purchasing notifies the Contractor, in writing, thirty (30) calendar days prior to expiration of the initial and/or succeeding Contract term(s).

3.5 Proprietary Information:

Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3832. 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).

3.6 Appeals Process:

Any protest of the University's solicitation or intent to award must be based on an alleged violation of the Wisconsin State Statute or a provision of a Wisconsin Administrative Code.

No later than five working days after the date of solicitation or the notice of intent to award is issued by the University, written notice of intent to protest must be received by:

Administrative Services
Attn: Vice Chancellor of Administrative Service
The University of Wisconsin Oshkosh
236 Dempsey Hall
800 Algoma Blvd
Oshkosh, Wisconsin 54901

with a copy to:
Administrative Services
Attn: Purchasing Manager
The University of Wisconsin Oshkosh
236 Dempsey Hall
800 Algoma Blvd.
Oshkosh, Wisconsin 54901

The complete protest must be received by the Vice Chancellor and the Purchasing Manager 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 the Wisconsin 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

3.7 Method of Bid:

Bidder shall submit a Daily Site Cleaning Cost, a Daily Special Day Services Cost (which will be calculated by multiplying the hourly rate by 4, the estimated number of hours per day) and a Covid-19 Deep Cleaning Cost and sum these costs to determine a Lot Total Daily Bid Cost for each Lot in which the Bidder wishes to submit a bid. Bidders may submit bids for as many or as few Lots as they wish. Prices listed should be in US dollars unless otherwise indicated.

3.8 Method of Award:

Award(s) shall be made on the basis of the lowest Total Daily Bid Cost for each Lot or the lowest Total Daily Bid Cost for any combination of lots, whichever is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

Supplier Diversity Preferences

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

3.9 Bid Review:

Bids will be reviewed by UW Oshkosh to verify that they meet all specified requirements in this RFB. This verification may include contacting references furnished in the vendor's bid, requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed product(s) and service(s), and reviewing results of past awards to the vendor by the State of Wisconsin. Vendors may not contact that State's reviewer(s) except at the State's request.

3.10 Notification of Award:

All bidders who respond to this RFB will be notified in writing of the University's award of contract(s) as a result of this RFB. After notification by Purchasing of the intent to award file copies of bids will be available for public inspection. Bidders must schedule document inspection with the Contract Administrator responsible for managing this RFB.

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 DOA-3832 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 must be in the business of providing **Custodial Services** and must have done so for the past **three (3)** years.

4.3 Client List/References:

Bidder must indicate on DOA-3832 form with their bid a client list of THREE (3) firms to which similar services have been provided during the past three (3) years to a comparable sized institution or company. 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. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System or those references sought out independently of those submitted by bidder. The University reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.

4.4 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.

4.5 Minimum Order:

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

4.6 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 and <https://acquisition.gov/far/index.html> see section 52.209-6.

SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

5.1 Firm Prices:

- 5.1.1 Prices must remain firm for the initial term of the contract. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.
- 5.1.2 Price increase requests proposed after the initial Contract term must be received by Purchasing in writing 30 calendar days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. An acceptance of the price list change will be in the form of an amendment to the contract.
- 5.1.3 Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.

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 Additional Services:

Additional related services may be added to this Contract at the discretion of Purchasing. Head Start may add new locations and/or University of Wisconsin Oshkosh may add services at the three campus locations for similar services. Prices shall be consistent with the Contract prices for like services currently included in the Contract. Contractor should promptly notify Purchasing of new or discontinued services.

5.4 Requirements for Criminal Background Checks

Coverage of Contractors

Contractor must include a representation stating that their employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by the contractor that includes a check of the Contractor's proprietary national criminal background check database.

If, in the course of providing services to UW Oshkosh, 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 the UW-System'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 University-sponsored activity, the Contractor shall also report to the UW Oshkosh Police Department or University Office for Equity and Diversity.

5.5 Payment Terms

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

5.6 Invoicing Requirements:

Invoices for Purchase Orders:

- 5.6.1 Contractor must agree that all monthly invoices shall reflect the discounts and net prices established for the services on this contract. Invoices must be clearly separate for the three services: Night Cleaning per site, Special Day Service Attendant during COVID-19, and COVID-19 Deep Cleaning per site.

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

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

- Contractor name
- remit to address
- purchase order number
- release number if given
- location, date(s) of service and type of service
- 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, P.O.BOX 2884, Oshkosh, WI 54903-2884 unless the customer identifies and establishes a different bill-to location.

5.7 Training:

If requested and/or applicable, 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.

5.8 Insurance:

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 23.0. A certificate of insurance must be provided upon award and provided on an annual basis throughout the term of the Contract. Additional insurance coverage may be required by the State of Wisconsin.

Additional insurance requirements for this bid are as follows and a Certificate of Liability with appropriate coverage levels must be provided prior to beginning work: Custodial Services

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

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.

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

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

5.9 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.

On the request of the University, the contractor shall meet with the University and review each monthly invoice, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the

required services included in the contract. Monthly invoice adjustments required because of review and/or audit shall be identified and reflected on the next month's statement.

5.10 Subcontracting:

- 5.10.1 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.
- 5.10.2 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.
- 5.10.3 Subcontractors must abide by all terms and conditions under this Contract.
- 5.10.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

5.11 Travel Per Diems

All of the Contractor's travel and per diem expenses (as applicable) shall be the Contractor's sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose.

5.12 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

5.13 Contract Termination

- 5.13.1 The University may terminate the Contract or any part of 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.
- 5.13.2 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 failure to provide any of the Terms, Conditions or Specifications.
- 5.13.3 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.
- 5.13.4 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 23.0, the University has the right to cancel and terminate the Contract without notice.
- 5.13.5 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.

5.13.6 All notices of performance failure must be submitted in writing to Purchasing, 236 Dempsey Hall, 800 Algoma Blvd, Oshkosh, WI 54901. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

5.14 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.

5.15 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:

- A. Contract Award Letter
- B. Original Request Bid Number **SP-20-344** dated **December 10, 2020**, including amendments/ attachments
- C. Bidder response to RFB.
- D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFB should be submitted with your response and alternative language proposed. Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the bid response as an attachment. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

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

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

SECTION #6 SPECIFICATIONS

SPECIFICATIONS OF ITEMS/SERVICES TO BE PROVIDED:

See Specifications (Section 6 and Attachment B & C) and Itemized Bid List (Attachment D) for the minimum acceptable specifications for items/services desired.

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

6.1 General Requirements

Contractor shall furnish all labor, supervision, cleaning equipment, cleaning supplies and any other materials required to maintain a clean, sanitary and safe environment in the buildings listed in this bid document. The information listed in this bid document are meant to serve as the minimum criteria for services provided, and may or may not be sufficient to present a consistent clean appearance. As the intent of this contract is to ensure a clean working environment, appearances and functions as outlined will be used to evaluate contract performance. Contractor shall prohibit workers from disturbing paper on desks, opening desk drawers or cabinets, refrigerators (exception that refrigerators may be opened if required to clean) or using telephone or office equipment for personal use or Contractor business. When worker(s) completes their duties in a given area they shall shut off all the lighting and lock all doors in the area, unless instructed otherwise.

6.2 Cleaning Products

The university requests that vinegar and bleach are used to clean throughout the building along with additional cleaning products. Space will be provided in each building as applicable for all cleaning supplies supplied by the contractor. Material Safety Data Sheets (MSDS) and Safety Data Sheets (SDS) must be provided for all additional cleaning products upon award of bid.

6.3 Cleaning Equipment

Unless otherwise noted, all equipment required to carry out the cleaning operations within the scope of this contract shall be provided by the contractor and meet the standards of the OSHA and the State of Wisconsin safety codes. Space will be provided in each building as applicable for all equipment supplied by the contractor. The equipment must be capable of providing high quality, commercial grade janitorial cleaning. Equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractor's employees at all times. Contractor shall provide workers with appropriate tools for successful completion of job. Equipment shall be designed with safe guards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

6.4 Products Provided

Paper products and garbage bags are provided by Head Start through the university for the UWO Head Start CELC, UWO Head Start East Appleton, UWO Peace, UWO Wilcox Centers. Paper products and garbage bags will be provided by St. Mary's at the UWO Menasha Head Start location.

6.5 Work Schedule

Cleaning services are required on each school day; Monday thru Friday at each location. Head Start school days match with the school district they reside in.

6.6 Onsite Supervisor for Each Location

The Contractor must provide an onsite supervisor to be responsible for the quality of the cleanliness and maintain good order among its employees. The onsite supervisor shall ensure compliance with each Head Start location, have the knowledge of how premises should be cleaned, understand safety and operating instructions on any equipment being used and to understand instructions and warnings on any chemicals used.

6.7 Building Security (Key/Access)

The university will arrange to give Contractor access to each of the locations for cleaning services as required to perform their duties. These cards and any keys required to perform the required duties will be the responsibility of the Contractor's onsite supervisor.

Contractor must report lost or misplaced access cards or keys within 24 hours. Contractor will be charged for each replacement card and/or keys. At the point of contract end, the contractor shall immediately return access cards and keys to Head Start within 24 hours.

Contractor is expected to have all lighting off, all windows closed and securely latched and all doors closed and locked at the end of the shift.

6.8 Items Requiring Repair

Contractor's employees shall report, through their supervisors, all conditions requiring attention, such as broken fixtures, broken dispensers, leaking pipes, defective electrical equipment, etc. Unusual conditions shall also be reported daily, such as unlocked doors, non-routine occupancy, etc.

6.9 Damages

Damage to existing facilities, caused by contractor, shall be the contractor's full responsibility to repair to original condition.

6.10 COVID-19 Requirements:

The university is committed to the safety and security of all to do its part to slow the spread of COVID-19. The contractor is responsible for the distribution of and adherence to the university's requirements for the entire workforce under its responsibility. These requirements will be in place until further notice. Any significant updates will be sent to the contracting authority to distribute to affected vendors/contractors. Current requirements are addressed in Attachments F & G

6.11 Site Closings

During this COVID-19 pandemic, there may be instances when an entire Head Start site may need to close as directed by the Health Department or other lead agency. If a site closes, cleaning services of all types would not be necessary. Services and billing would resume once the Head Start site has reopened. UWO Head Start is not responsible for payments for non-rendered services because of site closures.

6.12 Employee Identification:

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

6.13 Purchased Services – USA Requirement

The State of Wisconsin requires purchased contractual services to be performed in the United States (Wis Stats 16.705 (1r)). Contractor warrants that the services provided to the University under this contract will be performed in the United States. The inability to perform services in the United States shall be grounds for disqualifying your proposal for this contract.

6.14 Environmentally Responsible ("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.

6.15 Emergency Situation:

In the event of an emergency situation (pandemic, snow storm, etc.), Contractor may be required to provide the University with the items/services on this bid as required. An emergency preparedness plan to serve the University and the items/services that are available to meet emergency needs should be provided if requested. Minimally, this plan should include emergency contact information, product and service level availability, staffing, equipment, and logistics plan.

ATTACHMENT A: BIDDER RESPONSE SHEET

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

	YES	NO
1.1 Have you completed and emailed all forms required to fm-bids@uwosh.edu ?	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Are you in the business of providing custodial services and has your company or its principals done so for the past 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Have you provided a client list?(DOA-3832)	<input type="checkbox"/>	<input type="checkbox"/>
4.4 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? _____ _____ _____		
4.6 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?	<input type="checkbox"/>	<input type="checkbox"/>
5.1 Do you agree to the firm prices?	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Are you bidding all prices On Site Service? (Be sure to read Section 5.2 carefully)	<input type="checkbox"/>	<input type="checkbox"/>
5.4 Do you agree with the requirements for criminal background checks?	<input type="checkbox"/>	<input type="checkbox"/>
5.8 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.8 and will you add the following language to the insurance certificate?: "The Board of Regents of the University of Wisconsin System, its officers, employees and agents" are added as an 'additional insured' under the commercial general, automobile and Contractor's liability policies on any insurance certificate provided.	<input type="checkbox"/>	<input type="checkbox"/>
5.10 Do you agree to subcontracting terms and conditions?	<input type="checkbox"/>	<input type="checkbox"/>
6.1 Are you are of the general requirements to fulfill this contract? If "NO", include information on alternates as required in Section 6.1 with your bid response.	<input type="checkbox"/>	<input type="checkbox"/>
6.2 Do you agree to supply all MSDS and SDS sheets for all additional cleaning products used?	<input type="checkbox"/>	<input type="checkbox"/>
6.7 Do you agree to report any lost or misplaced access cards or keys within 24 hours?	<input type="checkbox"/>	<input type="checkbox"/>
6.8 Will you report any items that need to be repaired?	<input type="checkbox"/>	<input type="checkbox"/>
6.10 Will you follow the university's COVID -19 requirements?	<input type="checkbox"/>	<input type="checkbox"/>
6.12 Will you agree to have all employees wear appropriate identification?	<input type="checkbox"/>	<input type="checkbox"/>
6.15 Will you provide Emergency service?	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACTOR CONTRACT ADMINISTRATOR

A. Contractor

Contractor must provide knowledgeable individuals, acceptable to the University, who will provide the following administrative support functions:

The Contract Administrator for the Contractor who is authorized to give the approvals required under this Contract is:

 _____ (Name)
 _____ (Company)
 _____ (Address)
 _____ (Address)
 PHONE _____ -- FAX _____
 EMAIL _____

B. Contract Administrator to act with full authority on the Contractor's behalf in all matters pertaining to the University.

Day- to-day operations will be handled by:

 _____ (Name)
 _____ (Company)
 _____ (Address)
 _____ (Address)
 PHONE _____ -- FAX _____
 EMAIL _____

The Bidder certifies by submission of the RFB 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. _____ (Initial)

In signing this RFB, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the University Purchasing Services RFB document on file shall be controlling. 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 RFB; that this RFB has been independently arrived at without collusion with any other Bid submitter, competitor or potential competitor; that this RFB has not been knowingly disclosed prior to the opening of RFBs to any other Bid submitter or competitor; that the stated statement is accurate under penalty of perjury.

Name and Title of Signing Officer (print)

Company Name and Address

Telephone

Fax Number

Tax I.D. Number

Signature

Date

ATTACHMENT B: SPECIFICATIONS

I. **Lot 1: Night Cleaning Services**

Services shall be done when children are not present for classes. It is not represented that the list of services required is a complete list of tasks to be performed, but it is understood that all items not listed, but required to properly clean and maintain Head Start's section of the building for all locations. Contractor will not invoice the University for Daily Cleaning Services where that locations was closed due to deep Cleaning Services due to a Covid-19 occurrence.

A. **Bathrooms**

Bathrooms must be cleaned daily on school days. Tasks include cleaning sinks, fixtures, toilets, mirrors, garbage removed, floors swept and mopped, products are restocked and garbage bags replaced.

B. **Classrooms**

Classrooms are to be cleaned daily on school days. Tasks include: Carpets/rugs vacuum, floors swept and mopped, garbage removed and garbage bags are replaced.

C. **Hallway**

All hallways at all locations EXCEPT East Appleton will be cleaned by the landlord. At the UWO Head Start East Appleton location there are two hallways that must be swept and mopped along with vacuuming rugs daily on school days.

D. **Additional Services/Requirements**

All garbage cans must be wiped down daily. When mopping floors mop water must be changed for each room/area. Vacuum bags must be cleaned out on a regular basis. Due to COVID-19, there may be some spaces that have removed area rugs, and will later be put back at which point those will also need to be cleaned.

II. **Lot 2: Special Day Service Attendant**

Services must be provided to clean and disinfect high touch surfaces while students are present due to COVID-19 Pandemic. Contractor's staff must meet required Department of Child and Family Background Checks. The University reserves the right to cancel this portion of the contract within (15) days written notice to contractor. Contractor shall provide cleaning supplies along with one staff member at each location as coordinated with each Head Start location. Schedules will vary for each location with start times mid-morning and end times early afternoon.

Special Day Attendant should have these items ready to be prepared to complete the assigned tasks: soap and water bottle, disinfecting bleach bottle, sanitizing bleach bottle, paper towels (disinfecting wipes can be used until dry or soiled), disinfecting wipes, smock, gloves, and mask.

A. **Entrances**

Wipe with disinfecting wipe (clean behind yourself the classroom staff will do this when they are coming and going by themselves and when with students) the following:

- Gate latches and grab points for adults and children
- Door handles and grab points for adults and children
- Key pads
- Stairway Hand Railings

B. **Classrooms (when children are not present)**

Spray with soap/water mixture and wipe down. Spray with "disinfectant" bleach /water mixture all. Let air dry a minimum of 2 minutes, can be wiped dry after 2 minutes if needed. Food tables and table top dividers, spray with soap/water mixture wipe down, spray with "sanitizer" bleach/water mixture let air dry.

- Door and grab point for adults and children
- Light switches- use a wet wipe
- Counters
- Cabinets and door knobs
- sinks
- Table edges and grab points on student chairs (use sanitizer)
- Children's computer table/chair and keyboard- use disinfecting wipes, do not spray

- Listening center /headphones- use disinfecting wipes, do not spray
- Food plating area
- Housekeeping area in the classrooms
- Tops and doors on refrigerator, stove, cupboard and sink.
- Housekeeping table top/edges and chairs
- Dress up closet/mirror
- Any additional furniture such as doll beds, high chairs, etc.
- Housekeeping couch and chair

C. Bathrooms (students)

Clean after each classroom use. Use soap/water mixture and wipe clean. Then spray with disinfectant spray. Use disinfectant wipe on stall doors. Flip sanitized/not sanitized sign.

- Light switches
- Door/stall latches and grab points
- Faucet handles
- Toilet seat
- Soap dispensers

D. Bathrooms (adults)

Typically done by each staff member after use. Clean same as students' bathrooms.

E. Gym and Playgrounds

Use wipes unless visibly dirty, then soap/water spray to wipe clean, then "disinfectant" using bleach/water spray let air dry or dry off after 2 minutes if not dry before the next group arrives.

- Doorknobs /gate latches and adult and student grab points
- Bike handles and bars, seats
- Scooter handles
- Wagon handles seats and walls
- Toys, trucks, Jump ropes, balls etc. (maybe rotated and toys cleaned later)
- Installed and/or free standing playground equipment- at high touch points only

F. Receptionist/Office/Common Areas

Furniture and counters will be disinfected at high touch points.

G. May be Asked to Complete Any of the Following

- Submerge toys in disinfectant and allow to air dry
- Disinfect specific items including musical instruments, vinyl beanbags, disco seats, rest mats, etc.
- Vacuum/sweep office spaces, wipe down additional hot spots or additional janitorial services.
- Remove garbage or recyclables
- Wash a load of laundry
 - Wash on warmest setting appropriate for items
 - Do not shake dirty laundry
 - Clean and disinfect laundry basket after load is in washer
- Clean adult bathrooms

III. Lot 3: COVID-19 Deep Cleaning Services

Services shall be done when children are not present for classes.

A. When an area would become infected a 24 hour ventilation period would follow. After that time, cleaning /disinfecting of the determined areas would occur. Contractor would respect the 14 day no clean period recommend by the University for these affected areas regarding normal daily services. Normal routine cleaning will continue in the other classrooms that have not been contaminated.

B. Deep Cleaning Services includes:

- Disinfecting: High touch surfaces will be thoroughly cleaned using cleaner and microfiber cloth. AN EPA disinfectant approved for SARS-CoV-2 will be used per manufacturer's directions; PPE, application, dwell time and ventilation. Clean/disinfection of areas can occur after 24 hour ventilation period.

ATTACHMENT C: SITE PICTURES

UWO Head Start Menasha 540 Second St. Menasha



Menasha classroom #211



Menasha classroom # 213



Menasha classroom #214



Menasha shared boy's bathroom



Menasha shared girl's bathroom



UWO Head Start CELC 313 S State St. Appleton 54911



Classroom #1



Classroom # 2



Classroom # 3



Classroom #4



Classroom #5



Classroom #6



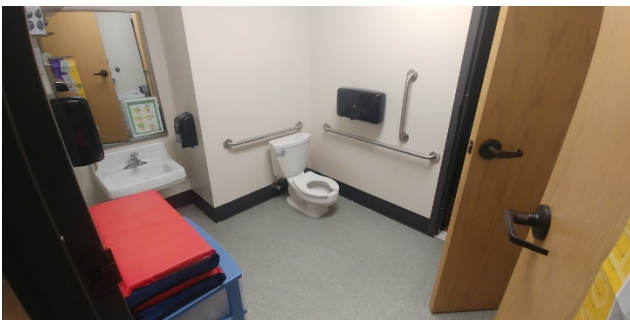
Jack and Jill bathroom between classrooms #1 and #2



Jack and Jill bathroom between classrooms #3 and #4



Jack and Jill bathrooms between rooms #5 and #6



Shared Girls bathroom



Shared boys bathroom



UWO Head Start East Appleton -1800 S. Lawe St.; Appleton 54915



Classroom # 109



Classroom # 103



Classroom #104



Classroom #139



Classroom #162



Front hallway / Corridor



Back hallway



New hallway #1



New hallway #2



Bathroom in classroom #103



Bathroom in classroom #104



Bathroom in classroom #109



Bathroom between new classrooms #139 and #162



Bathroom between room #162 and #139



Shared adult bathroom #113



Shared new adult bathroom



UWO Head Start Peace Center - 240 W Ninth Ave.; Oshkosh



Peace classroom #111
#111



Peace bathroom in classroom



Peace classroom #110



Peace bathroom in classroom #110



Peace classroom #109



Peace bathroom in classroom #109



Peace classroom #108



Peace bathroom in classroom #108



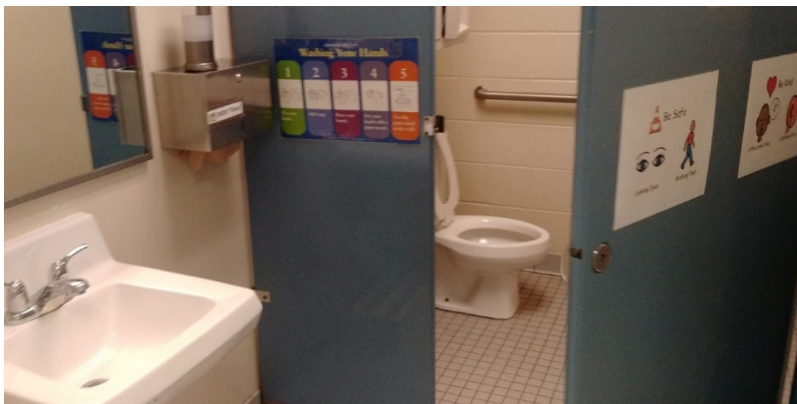
UWO Head Start Wilcox Center - 515 E Parkway Ave; Oshkosh



Wilcox classroom # 113



Wilcox 1st bathroom in classroom # 113



Wilcox 2nd bathroom in classroom # 113



Wilcox classroom # 118



Wilcox Classroom # 121



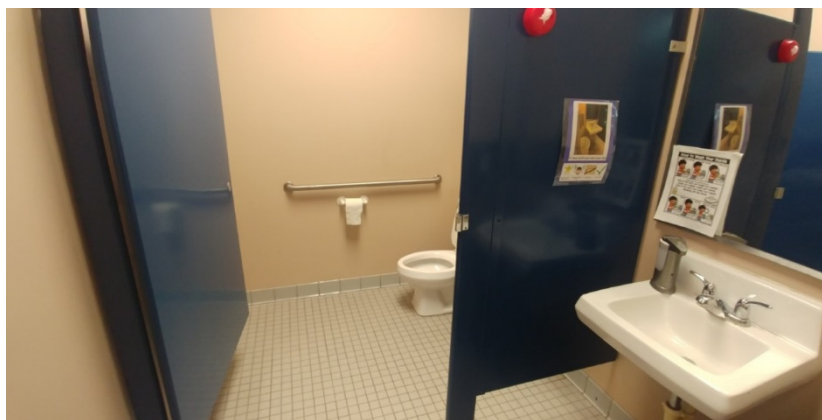
Wilcox Jack and Jill bathroom between rooms # 121 and #118



Wilcox classroom #020



Wilcox 1st bathroom in classroom # 020



Wilcox 2nd bathroom in classroom # 020



ATTACHMENT D: ITEMIZED BID LIST

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

Lot 1 - Menasha Head Start 540 Second St.; Menasha WI 54952				
Type of Service	Room Type & Room #	Special Feature of Room		Total Daily Location Cost
Daily Site Cleaning	Classroom #211	900 sq. feet. Fully carpeted with two 127.5 sq. ft. of polyvinyl mats on top of the carpet to equal a total of 255 sq. ft. of polyvinyl surfaces to be swept and mopped. One portable sink to be cleaned.		
	Classroom #213	900 sq. feet. Fully carpeted with two 127.5 sq. ft. of polyvinyl mats on top of the carpet to equal a total of 255 sq. ft. of polyvinyl surfaces to be swept and mopped. One portable sink to be cleaned.		
	Classroom #214	900 sq. feet. Fully carpeted with two 127.5 sq. ft. of polyvinyl mats on top of the carpet to equal a total of 255 sq. ft. of polyvinyl surfaces to be swept and mopped. Classroom has an installed sink that needs to be cleaned.		
	Bathrooms	There are 2 bathrooms that are separate from classrooms. Paper products, garbage bags, and soap for bathrooms will be provided by St. Mary's School. Boy's bathroom has 2 stalls, 4 urinals, and 3 sinks. Girl's bathroom has 4 stalls and 2 sinks.		
Special Day Service Attendant		Estimate of 4 hours per day	Hourly Rate	\$ _____
				Daily Special Day Services Cost
Covid-19 Deep Cleaning		Covid-19 Deep Cleaning Cost (per room)		\$ _____
Lot 1 Total Daily Bid Cost (Sum of Daily Site Cleaning, Daily Special Day Services and Covid-19 Deep Cleaning Cost)				\$ _____

Lot 2 - Head Start CELC 313 South State St.; Appleton WI. 54911				
Type of Service	Room Type & Room #	Special Feature of Room		Total Daily Location Cost
Daily Site Cleaning	Classroom # 1	Approximately 787 sq. ft. fully tiled with area rugs. Classroom has an adult sink and a child's sink. Classroom has a Jack and Jill bathroom shared with room #2, has one child's toilet and sink.		
	Classroom # 2	Approximately 766 sq. ft. fully tiled with area rugs. Classroom has an adult sink and a child's sink. Classroom has a Jack and Jill bathroom shared with room #1, has one child's toilet and sink.		
	Classroom #3	Approximately 720 sq. ft. fully tiled with area rugs. Classroom has an adult sink and a child's sink. Classroom has a Jack and Jill bathroom shared with room #4, has one child's toilet and sink.		
	Classroom #4	Approximately 744 sq. ft. fully tiled with area rugs. Classroom has an adult sink and a child's sink. Classroom has a Jack and Jill bathroom shared with room #3, has one child's toilet and sink.		
	Classroom #5	Approximately 777 sq. ft. fully tiled with area rugs. Classroom has an adult sink and a child's sink. Classroom has a Jack and Jill bathroom shared with room #6, has one child's toilet and sink.		
	Classroom #6	Approximately 786 sq. ft. fully tiled with area rugs. Classroom has an adult sink and a child's sink. Classroom has a Jack and Jill bathroom shared with room #5, has one child's toilet and sink.		
	Bathrooms	There are 2 bathrooms that are separate from classrooms. Bathrooms clean daily on school days; sinks, fixtures, toilets, mirrors, floors swept and mopped, garbage removed. Products restocked and garbage bags replaced. Boy's bathrooms has 4 sinks, 3 toilets, and 5 urinals. Girl's bathroom has 3 sinks and 5 toilets.		
			Daily Site Cleaning Cost	\$ _____
Special Day Service Attendant		Estimate of 4 hours per day	Hourly Rate	\$ _____
			Daily Special Day Services Cost	\$ _____
Covid-19 Deep Cleaning		Covid-19 Deep Cleaning Cost (per room)		\$ _____
Lot 2 Total Daily Bid Cost (Sum of Daily Site Cleaning, Daily Special Day Services and Covid-19 Deep Cleaning Cost)				\$ _____

Lot 3 - Head Start East Appleton 1800 South Lawe St.; Appleton WI. 54915				
Type of Service	Room Type & Room #	Special Feature of Room		Total Daily Location Cost
Daily Site Cleaning	Classroom #109	756 sq. ft. tile flooring with some area rugs. Two side by side sinks in the classroom and one bathroom with one sink and one toilet.		
	Classroom #103	746 sq. ft. tile flooring with some area rugs. Two side by side sinks in the classroom and bathroom with one sink and two toilets.		
	Classroom #104	798 Sq ft. tile flooring with some area rugs. Two side by side sinks in the classroom and bathroom with one sink and one toilet.		
	Classroom #139	803 sq. ft tile flooring with some area rugs. Two side by sinks in the classroom and a Jack and Jill bathroom shared with room 162, has 3 toilets and two sinks		
	Classroom #162	803 sq. ft tile flooring with some area rugs. Two side by sinks in the classroom and a Jack and Jill bathroom shared with room 139, has 3 toilets and two sinks		
	Front Lobby and Hallway	Approximately 906 sq. ft. laminate flooring with area runners		
	Corridor	By classrooms #139 and #162. 299 sq. ft. laminate flooring.		
	Bathrooms	2 adult bathrooms, each with 1 toilet and 1 sink. 81 sq. ft. for one and 39 sq. ft. for the other. Cleaned daily on school days; sinks, fixtures, toilets, mirrors, floors swept and mopped.		
		Daily Site Cleaning Cost		\$ _____
Special Day Service Attendant		Estimate of 4 hours per day	Hourly Rate	\$ _____
Covid-19 Deep Cleaning		Covid-19 Deep Cleaning Cost (per room)		\$ _____
Lot 3 Total Daily Bid Cost (Sum of Daily Site Cleaning, Daily Special Day Services and Covid-19 Deep Cleaning Cost)				\$ _____

Lot 4 - Head Start Peace Center 240 W. 9th Ave; Oshkosh, WI 54902				
Type of Service	Room Type & Room #	Special Feature of Room		Total Daily Location Cost
Daily Site Cleaning	Classroom #111	Approximately 1,340 sq. ft. Tile flooring with area rugs. Has attached children's bathroom with 1 toilet and 1 sink.		
	Classroom #110	Approximately 1,340 sq. ft. Tile flooring with area rugs. Has attached children's bathroom with 1 toilet and 1 sink.		
	Classroom #109	Approximately 1,340 sq. ft. Tile flooring with area rugs. Has attached children's bathroom with 1 toilet and 1 sink.		
	Classroom #108	Approximately 1,340 sq. ft. Tile flooring with area rugs. Has attached children's bathroom with 1 toilet and 1 sink.		
Special Day Service Attendant		Estimate of 4 hours per day	Hourly Rate	\$ _____
			Daily Special Day Services Cost	\$ _____
Covid-19 Deep Cleaning		Covid-19 Deep Cleaning Cost (per room)		\$ _____
Lot 4 Total Daily Bid Cost (Sum of Daily Site Cleaning, Daily Special Day Services and Covid-19 Deep Cleaning Cost)				\$ _____

Lot 5 - UWO Head Start Wilcox Center 515 E Parkway Ave; Oshkosh, WI 54901

Type of Service	Room Type & Room #	Special Feature of Room	Total Daily Location Cost
Daily Site Cleaning	Classroom #113	Approximately 596 sq. ft. One sink in the classroom, partially carpeted and some tile floor space. This classroom has two bathrooms, each has one toilet and one sink	
	Classroom #118	Approximately 711 sq. ft. One sink in the classroom, partially carpeted with area rugs and some tile flooring. This classroom shares a Jack and Jill bathroom with room number 121, has 2 toilets no sinks.	
	Classroom #121	Approximately 550 sq. ft. fully tiled with some area rugs and one classroom sink. This classroom shares a Jack and Jill bathroom with room number 121, has 2 toilets no sinks.	
	Classroom #020	Approximately 797 sq.ft. Partially carpeted and some tile flooring. One sink in the classroom. Has 2 bathrooms each has one sink and one toilet.	
		Daily Site Cleaning Cost	\$ _____
Special Day Service Attendant		Estimate of 4 hours per day	Hourly Rate \$ _____
		Daily Special Day Services Cost	\$ _____
Covid-19 Deep Cleaning		Covid-19 Deep Cleaning Cost (per room)	\$ _____
Lot 5 Total Daily Bid Cost (Sum of Daily Site Cleaning, Daily Special Day Services and Covid-19 Deep Cleaning Cost)			\$ _____
Grand Total Daily Bid Cost for Lot 1-5 (Sum of Daily Site Cleaning Cost, Daily Special Day Services Cost and Covid-19 Deep Cleaning Cost)			\$ _____

ATTACHMENT E

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 (R1/2018)
Page 1 of 4

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

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

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

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

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

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

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

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

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

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

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

- 19.4** Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

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

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

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

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

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

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

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT F

State of Wisconsin
Department of Administration
Division of Enterprise Operations
DOA-3681 (1/2017)
ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
FAX (608) 267-0600

**Supplemental Standard Terms and Conditions
for Procurements for Services**

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
 - 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
 - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

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

ATTACHMENT G

Board of Regents of the University of Wisconsin System

Vendor / Construction Contractor

COVID-19 Construction Site Access Requirements

Issued Date: 7/7/2020

The Board of Regents of the University of Wisconsin System (university) is aware that due to COVID-19, its construction projects are impacted. The university is committed to the safety and security of all its partners who work on its projects and to do its part to slow the spread of COVID-19.

Each on-site vendor and/or contractor is responsible for the distribution of and adherence to the university's requirements for the entire workforce under its responsibility at each location or job site. These requirements will be in place until further notice. Any significant updates will be sent to the contracting authority to distribute to affected vendors/contractors.

Contractor Responsibilities

Under contract with an individual campus, or UW Managed, or DOA/DFDM projects, vendors, contractors and their subcontractors are required to guard the safety and health of all persons both on and in the vicinity of the worksite including university students and staff. This includes their personnel's travel through university occupied spaces to gain entry to specific locations or the jobsite.

Requirement for Traveling Through Occupied Spaces

Reusable cloth face coverings and single-use disposable masks differ from personal protective equipment (PPE) such as N-95 respirators and surgical masks. At a minimum, all vendors/contractors, working on any UW construction project, traveling through any area within campus buildings are required to wear either a reusable cloth face covering or a single-use disposable mask. All vendors/contractors are strongly encouraged to wear face coverings outside when physical distancing is not possible.

To the best of their ability, all vendors/contractors must try to maintain social distancing while traveling through university occupied spaces. For construction projects, contractors may consider staggering construction starting and ending times to allow for social distancing. Any deviation from the work hours outlined in the construction specifications will need prior approval from the contracting authority with concurrence from the university.

Each construction project may have additional limitations for vendor's/contractor's access and circulation within buildings as detailed within the vendor's contract or construction project specifications.

Vendor/Contractor Self-Reporting Notification Responsibilities

Vendors, contractors, and their subcontractors should educate their employees on the symptoms of COVID-19. Vendors, contractors and their subcontractors must instruct any employee who

feels they may have any of the known COVID-19 symptoms to refrain from reporting to the jobsite and immediately contact their health care provider and the local health department in the county in which they reside.

The vendor or contractor is REQUIRED to notify the contracting agency/authority if its employee tested positive for COVID-19. Vendors or contractors and their subcontractors should inform fellow employees who have been 2 in contact with this employee of their possible exposure to COVID-19 in the workplace, while maintaining confidentiality as required by applicable State of Wisconsin and federal law.

If an employee tests positive for COVID-19, vendors, contractors and their subcontractors should direct the employee to self-quarantine and remain quarantined for a minimum of 14 days and may only permit such employee to return to the jobsite when the employee produces a negative COVID-19 test or receives medical clearance to return to work.

COVID-19 Exposure Reporting Requirements

Contractors and their subcontractors, and/or vendors shall notify the contracting authority as appropriate using the *BOR Vendor / Contractor Employee COVID-19*

Campus Protocols

Once informed of a suspected case or an actual positive test result from a vendor or contractor, the procurement or contracting authority shall notify the campus procurement or project representative or manager so that university health and safety staff are made aware. The contracting authority and the university personnel will NOT reveal the identity of an individual who has exhibited symptoms of or been diagnosed with COVID-19 to anyone except a public health official who is authorized to request and receive this information.

Reference Sources

<https://www.dhs.wisconsin.gov/covid-19/index.htm>

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>

ATTACHMENT H

Board of Regents of the University of Wisconsin System

Vendor / Contractor Employee COVID-19 Reporting Form

<p>1. If you have reason to believe an employee has contracted COVID-19 specify the basis for this belief (e.g., employee has tested positive, employee is exhibiting symptoms).</p>
<p>2. If you have reason to believe an employee has been exposed to someone who has contracted COVID- 19 specify the basis for this belief (e.g., employee's immediate family member has tested positive, employee traveled to a Level 3 country or an area of sustain community transmission in the last 14 days).</p>
<p>3. Indicate when the employee was directed to remove him/herself from the project site and to quarantine themselves.</p>
<p>4. Identify the vendor contract # or construction project # (and associated project/contract number(s)) in which the employee was working.</p>
<p>5. Identify specific details regarding their presence at UW: the location they were working, date, approximate times, and other people they were in proximity to (less than 10'). Please provide this for as many days possible prior to the exposure/symptoms, up to 2 weeks prior. To expedite UW reporting actions, this more detailed information can follow the initial communication.</p>
<p>6. Please provide any other information you believe may be relevant to UW regarding potential student, or staff or public exposure to COVID-19.</p>