State of Wisconsin – UW-Milwaukee

Wis. Statutes s.16.75

DOA-3070 (R08/2003) UWM-3070 (R10-13)

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| REQUEST FOR BID: KK20-02-O | | THIS IS NOT AN ORDER NO PUBLIC OPENING | |
| For: Offset Printing Plates, Blankets, Parts and Supplies | | Release date: April 12, 2019 | |
| Purchasing Agent: Kathy Kercheck  Email: [kkerchec@uwm.edu](mailto:kkerchec@uwm.edu)  See section 3.4 for rules regarding communications during a Bid. | | Deadline for Questions: April 18, 2019 **@ 2 p.m. CDT** | |
| Due Date: **April 24 , 2019 @ 12 p.m. CDT** | |
| **BID RESPONSIVENESS:** To be considered responsive, the Bidder must submit the following  Mandatory: Request for Bid Cover Sheet (this page), signed by an authorized signatory.  Mandatory: TAB A: Specifications Checklist and Cost Sheets (included)  Optional: Any exceptions to Contract Terms and Conditions. See section 4.1.  Optional: Confidentiality Form, if desired | | | |
| The undersigned has legal authority to bind the Bidder to this Bid.  Yes No Note: Failure to check “Yes” will result in the Bid being considered non-responsive and ineligible for award. | | | |
| The undersigned claims minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 101 E. Wilson Street, 6th Floor, Madison, WI 53703 (608) 267-9550.  Yes No | | | |
| The undersigned bidder is a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 266-5462.  Yes No | | | |
| Wis. Stats. s. 16.754 directs the State to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our Bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.  Yes No Unknown | | | |
| By signing this, the undersigned certifies that Bidder has 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 statements are accurate under penalty of perjury.  Yes No | | | |
| The undersigned and the respondent will comply with all terms, conditions and specifications set forth in this Bid.  Yes No Note : Failure to check “Yes” will result in the quote/Bid being considered non-responsive and ineligible for award. | | | |
| Name of Authorized Company Representative: | Vendor/Supplier/Company Name: | | Bidder’s phone number: |
| Signature of Authorized Representative |  | | Bidder’s email: |
| Address of Bidder: | Date: | | Federal Employer Identification No (or social security if sole proprietor) (voluntary) |

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

# GENERAL INFORMATION

* 1. ISSUING AGENT: University of Wisconsin-Milwaukee issues this Bid on behalf of the Board of Regents of the University of Wisconsin System as an agency of the State of Wisconsin. The University of Wisconsin--Milwaukee is hereafter referred to as “UWM”.

UWM does not guarantee it shall purchase any specific dollar amount or quantity during the term of the Contract.

UWM shall not be liable for any cost incurred by a bidder in the process of responding to this bid.

UWM will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities, upon request.

* 1. DEFINITIONS:
     1. “Bidder” means a firm submitting a Bid in response to this Request for Bid. May be referred to as “Vendor” or “Supplier” or “Contractor.”
     2. “Contract” means the document(s) constituting the agreement resulting from this Bid award.
     3. “Bid Cover Sheet” means the first page of this Bid.
     4. “FOB Destination Prepaid and Allowed” means Contractor pays for and retains title and control of goods until they are delivered and the Contract of carriage has been completed. The Contractor selects the carrier and is responsible for the risk of transportation. The Contractor is responsible for filing claims for loss or damage. Contractor absorbs all costs for/pays for shipping.
     5. “Must”, “Shall”, and “Will” are mandatory requirements.
     6. “State” means State of Wisconsin. UWM is an agency of the State and any legal obligations that run to the benefit of the State apply equally to UWM.
     7. “RFB” or “Bid” means this Request for Bid.
     8. “Successful Bidder” means the Bidder to whom this Bid is awarded. May be referred to as “Contractor”, “Vendor” or “Supplier” or “Contractor.”
  2. **GENERAL DESCRIPTION/PURPOSE OF THE REQUEST FOR BID:**  The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Bid for Printing Press Supplies. UWM seeks a blanket contract to furnish consumable parts and supplies for Ryobi 3404 DI, AB Dick 9985, Heidelberg GTO 52ZP presses, and plates for these printers, for the University of Wisconsin-Milwaukee Print and Copy Services Department, 115 E. Reindl Way, Milwaukee, WI per conditions and specifications stated below.
  3. **CONTRACT LENGTH:** UWM intends to utilize the results of this bid to award by lots contract blanket orders for printing press consumable parts and supplies to the successful bidder/s, which will allow the ordering department to order product, on an “as-needed” basis. **The contract/s will be for a two (2) -year term**, from **July 1st, 2019 to June 30th, 2021** with three (3) optional one-year extensions possible by mutual written consent. Written agreement of renewal may be in the form of a UWM purchase order. UWM reserves the right to extend beyond the end of the contract if it is in the best interest of UWM and the State of Wisconsin.

# SPECIFICATIONS

* 1. Vendors must respond with pricing according to the pricing formats provided in this request for bid or the bid response will be considered unresponsive. Vendors will be required to hold to the materials bid prices specifically listed in Exhibit A for a one year period. These prices are to include shipping. All other materials, not specifically listed, will be subject to the materials percentage upcharge.
  2. DELIVERY: Delivery shall be made within three working days of receipt of verbal or written sub-order. Delivery to be made to UWM Print and Copy Services, street address: 115 E. Reindl Way, Milwaukee, WI, dock address: 123. E. Reindl Way, Glendale, WI on weekdays between 7:00 AM and 3:00 PM.

F.O.B: Bid prices must be DESTINATION PREPAID AND ALLOWED, with packing and shipping costs included in the item price. Items to be delivered to the Department of Print and Copy Services at the University of Wisconsin-Milwaukee.

* 1. AUTHORIZATION: Bidder must be an authorized distributor, or dealer authorized by the manufacturer.
  2. WARRANTY/SERVICE:
     1. Successful Bidder must at a minimum, honor the original manufacturer’s warranty for all products and guarantees its products to be free from defect in materials and workmanship, given normal use and care, over the period of the manufacturer’s warranty.
     2. Contractor must agree to repair and/or replace without charge (including freight) any product or part that proves to be defective or fails within the warranty period. If Successful Bidder is unable to provide a replacement or repair in a timely manner, UWM may require refund of the purchase price in exchange for return of the product at no extra expense to UWM.

**3.0 BID PROCEDURES AND INSTRUCTIONS:**

3.1 METHOD OF BID: Bidder must submit completed **Exhibit A**, as referenced on the bid cover sheet. The University reserves the right to award each lot to a different bidder. Bidders are not required to bid on all lots.

* 1. METHOD OF AWARD: The award will be made by lot to the lowest responsive, responsible bidder/s.

UWM may make awards to certified Minority Business Enterprise, or Disabled Veteran-Owned Business firms submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low bid. 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.

* 1. BID RESPONSIVENESS: Bids may be evaluated by the Purchasing Agent and program manager to verify that they meet all specified requirements in this RFB and that they comply with all instructions of this Bid.

The verification process may include requesting reports on the Bidder’s financial stability, requiring verbal presentations or product demonstrations at UWM or vendor’s location, and/or reviewing results of past awards to the vendor by the State of Wisconsin or any of its agencies. Failure of a Bidder to comply with verification requests may result in rejection of the bid. The verification process cannot be used as an opportunity to alter bids submitted. UWM shall be the sole judge of the results of the verification process.

All specifications are mandatory minimum requirements unless otherwise stated. Failure to meet a mandatory requirement shall result in the Bid being deemed non-responsive. Bidders are encouraged to ask questions to resolve any ambiguities in Bid specifications (specs that are written too restrictively, are internally inconsistent, etc.). Bidders are also encouraged to submit responses even if all mandatory requirements are not met because Purchasing reserves the right to delete specifications, conditions of Bid or items not Bid if no Bidder is able to comply with the requirement.

UWM reserves the right to (1) reject all Bid responses and make no award; (2) waive irregularities or technicalities in Bid responses; (3) request clarifying information from Bidders; (4) make a partial award; (5) accept or reject all or part of any Bid response submitted; and (6) request reports on a vendor’s financial stability. If financial stability is not substantiated a vendor’s bid may be rejected.

* 1. COMMUNICATION/QUESTIONS: From the date of release of this RFB until Bid award, the only permissible communication regarding this Bid is in writing to [kkerchec@uwm.edu](mailto:kkerchec@uwm.edu), unless otherwise indicated by the Purchasing Office. Violation of this condition may be considered sufficient cause for Bid rejection. The subject line of the email must be labeled “KK20-02-O Question”

It is incumbent upon bidders to point out any possible discrepancies, omissions or ambiguities using the process outlined above to submit questions. This includes alerting UWM to any non-standard specifications. By failing to do so, bidders waive the right to claim any provision of this Bid is ambiguous. Any clarifying addendum will be posted as set forth herein.

The deadline for any questions concerning this RFB is as set forth on the cover sheet of this Bid. Any questions received after that time may not result in an addendum answering the question.

* 1. VENDORNET/E--SUPPLIER REGISTRATION: The State’s Vendor Notification System recently changed from VendorNet to eSupplier. UW agencies still use VendorNet to post information regarding solicitations, which is accessible to vendors without needing to register by going to https://vendornet.wi.gov/ and going to the “Bid” tab. However, VendorNet no longer provides vendors with automatic notifications. Vendors are also no longer able to register with VendorNet. If you prefer to receive automatic updates when new solicitations are posted, or when a change to an existing solicitation is posted, please register with eSupplier at https://eSupplier.wi.gov/. Here is a link to instructions that may aid you in registering with eSupplier. <https://esupplier.wi.gov/starcontent/eSupplier/eSupplier%20-%20Registering%20as%20a%20Bidder.pdf>
  2. BID SUBMISSION: The method of submission shall be by email. All bids must be signed on bidder signature block located on the cover sheet.

This bid will not have a public opening. Records will be available for public inspection after award of the contract. Bidder should contact the Purchasing Agent named on the Bid Cover Sheet for an appointment to view the Bid record.

Bidder shall submit to [uwmbids@uwm.edu](mailto:uwmbids@uwm.edu). Such email (and all Bid documents) must be received prior to the Bid due date set forth on the cover sheet of this bid.

The subject line of bidder’s submission must contain the following: “**Response Bid KK20-02-O”** UWM will not accept responsibility for any network or power outages that may occur during the transmission of bids. Electronic or digital signatures are acceptable, but subject to verification.

* 1. BID PRICING HELD FIRM: Bid pricing shall be held firm for sixty (90) days from date of Bid opening, unless otherwise noted.
  2. NEWS RELEASES: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of UWM.
  3. SHALL AND MUST ARE MANDATORY: “Must” or “shall” are mandatory requirements.
  4. PROPRIETARY INFORMATION: Any information contained in the Bidder’s response that is proprietary must be detailed separately on form DOA-3027 and submitted as set forth on the Bid Cover Sheet. Marking of the entire response as proprietary will neither be accepted nor honored. UWM 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 4.15.23). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

# 4.0 TERMS AND CONDITIONS

* 1. ENTIRE CONTRACT: A contract will be awarded to the successful Bidder(s) based on the criteria established in this Request for Bid, including attachments and any amendments issued. The RFB, the Bidder’s response, any written communications, and UWM purchase orders incorporated into the contract constitute the entire contract between the parties. The order of priority in interpreting the contract shall be as follows: (1) This Bid document, including any amendments/attachments; (2) Official Purchase Order; (3) the successful Bidder’s response to RFB, (4) Official Purchase Order (when applicable).

Any Contract terms and conditions provided by the Bidder, including but not limited to click-on/click-through agreements provided to the Bidder; shrink wrapped agreements; or terms submitted with bid, order acknowledgements, or invoices; shall be considered null and void and will not be enforceable by the Successful Bidder unless agreed to in a written amendment signed by UWM’s Purchasing Office.

Any exceptions to the Contract Terms and Conditions must be clearly identified. Specific objections or additions must be listed

* 1. CONTRACT PRICING HELD FIRM: Except as provided herein, Contract resulting from this Bid must remain firm for the initial two-year contract period. No price increases can be proposed or considered during the initial term of the contract. Requests for consideration of price adjustments for an upcoming contract extension period must be submitted for review by the UWM Purchasing Office at least thirty (30) days in advance of the beginning of the period. Agreement on price adjustments, if any, is required in order to accomplish mutual agreement of the parties to extend the contract for an additional year and when Contractor can provide evidence that the Contractor suffered cost increases.
  2. ACCEPTANCE AND TESTING: Acceptance testing will occur within 30 days after the item has been installed. Acceptance testing will be performed by UWM and will consist of verification of the specifications and performance requirements. If the item does not meet specification or performance requirements, the Successful Bidder will have 15 days to meet requirements. If after this time period the item still does not meet specifications or performance requirements, the Successful Bidder agrees to remove the item and return any payments that may have been made. The Department Manager or his/her designee, is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.
  3. INVOICING PERFORMANCE. If a complaint is received by the contract manager from an Authorized User or the UWM Accounts Payable Department regarding a billing error, the Successful Bidder will be notified in writing that the invoicing is not in compliance with the contract conditions. The second time a documented billing problem is received by the contract manager the contractor may be required to meet with the contract manager. The Successful Bidder will be advised of the possible consequences, which may include cancellation of the contract, if there is any future billing problem. The third time a documented billing complaint is received by the contract manager, the contract may be cancelled. Failure of the contractor to promptly and properly invoice may be grounds for cancellation of the contract.
  4. CANCELLATION AND TERMINATION: UWM reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract. UWM shall give notice, in writing, of such termination at least 10 days before the effective date of termination. Each party will assist the other party in the orderly termination of this contract and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
  5. ADDITIONAL STATE TERMS AND CONDITIONS: The following terms and conditions originate from DOA-3045.
     1. SPECIFICATIONS: The specifications in this request are the minimum acceptable.
     2. DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Bidder's letterhead, signed, and attached to the request. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Bidder shall be held liable.
     3. 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 UWM.
     4. UNFAIR SALES ACT: Prices quoted to UWM are not governed by the Unfair Sales Act.
     5. ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by UWM authorized personnel. No other purchase orders are authorized.
     6. PAYMENT TERMS AND INVOICING: UWM 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.

Unless otherwise agreed, UWM will not pay invoices submitted more than 90 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

* + 1. TAXES: UWM is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

UWM 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. UWM 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.

* + 1. 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.
    2. 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. UWM 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. UWM 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.
    3. ANTITRUST ASSIGNMENT: The contractor and UWM recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the contractor hereby assigns to UWM any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
    4. 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 UWM.
    5. 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.
       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.
       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.
       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.
    6. PATENT INFRINGEMENT: The contractor selling to UWM 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 UWM (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.
    7. SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to UWM must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
    8. INSURANCE RESPONSIBILITY: Successful Bidder shall maintain the following insurance, naming the Board of Regents of the University of Wisconsin system to be an additional insured:
       1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

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. ***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 pollution liability policies. The certificate holder shall be listed as the University of Wisconsin Milwaukee.***

* + - 1. UWM reserves the right to require higher or lower limits where warranted.

We recommend that you discuss insurance requirements with your insurance agent or risk manager. If they have further questions, your insurance agent or risk manager may contact our Risk Manager at 414-229-5079.

* + 1. VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by UWM.
    2. PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the Bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable UWM 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. Marking of the entire response as proprietary will neither be accepted nor honored. UWM cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award.
       1. Data contained in a Bid, 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 UWM.
       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 may request the form if it is not part of the Request for Bid package. Bid prices cannot be held confidential.
    3. 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 UWM 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.

* + 1. ANTI-KICKBACK ACT of 1986: (41 USC 51 et. seq): To the extent required by law, the officer or employee responsible for submitting this Bid shall certify, in accordance with 48 CFR 52.203-7, to the best of their knowledge, that they have no information concerning the violation of the Anti- Kickback Act in connection with the submitted bid. Signing the Bid with a false statement shall void the submitted Bid and any resulting contract(s).
    2. 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).
    3. HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin, UWM and all of their respective 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.
    4. 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.
    5. 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.
    6. CHILD ABUSE NOTIFICATION: If, in the course of providing services to UWM, contractor (or its agent or employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the contractor (or its agent or employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UWM’s Child Abuse and Neglect Policy. If the suspected child abuse or neglect involves UWM (see Section III.F. of UWM’s Child Abuse and Neglect Policy), the contractor shall also report that abuse to the UWM Office of Equity and Diversity Services.
    7. DISCRIMINATORY BOYCOTTS OF ISRAEL: 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 complaint with this provision. This provision applies to all contracts of all values.
    8. SMOKE & TOBACCO FREE CAMPUSES: UWM is committed to maintaining a safe campus environment and to ensuring that it acts to the extent possible to shield its students and employees from harm. To mitigate the established health risks associated with the use of tobacco products and exposure to second- hand smoke, UWM prohibits smoking, including electronic delivery devices, and the use of tobacco on all campus property. More information is available at uwm.edu/smokefree.

UWM RFB # KK20-02-O

**EXHIBIT A: BID RESPONSE (INCLUDING PRICING)**

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

For Bid responses to be considered, Bid Cover Sheet and Exhibit A must be filled out per the following. Bidders may bid on Lot 1, Lot 2, Lot 3, or all. If not bidding on a lot indicate with “NO BID”.

Terms and Conditions attached to bids submitted will not become part of any contract between the parties. Bidders are required to provide the total cost of equipment or service needed to fulfill the Bid requirements/specifications and make the system fully functional. No additional charges will be allowed.

Bidders must be an authorized distributor, or dealer authorized by the manufacturer for the lots they are bidding on.

Are you an original manufacturer, authorized distributor, or dealer authorized by

AB Dick:  Yes  No

Ryobi:  Yes  No

Heidelberg:  Yes  No

Presstek:  Yes  No

UWM reserves the right to purchase like-items on this Bid. In such event, the Successful Bidder would be required to offer the same percentage discount (or cost plus mark-up) on the like-items as offer in response to this Bid. Will Bidder agree to offer like-items not specifically bid?  Yes  No

Successful Bidder must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract.

No additional costs will be paid by UWM that are not stated in Exhibit A.

**ALL LOTS:** Provide pricing in the following lots for three offset printing presses: AB Dick 9985, Ryobi 3404-DI, and Heidelberg GTO 52ZP. All prices **TO INCLUDE SHIPPING AND DELIVERY**:

**Lot 1 Plates**

Please provide a price per carton or roll. Indicate the number of plates/rolls per carton.

If not bidding on Lot, indicate here\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

| **ITEM** | **DESCRIPTION** | **Manufacturer and Product** | **PRICE PER CARTON** | **# of Plates Per Carton** | **Quantity discount** |
| --- | --- | --- | --- | --- | --- |
| Plates for the AB Dick and Heidelberg presses will be burned on a Presstek Dimension 425 camera-to-plate thermal imaging system. | | | | | |
| 1. | **Plate 15 3/4” x 20 1/16”, for AB Dick** |  | $ |  |  |
| 2. | **Plate 13 3/16” x 19 3/32”, for Heidelberg** |  | $ |  |  |
| Plates for the Ryobi 3404 DI press are burned directly on the press. Plate material is waterless polyester-based digital media. | | | | | |
| 3. | **Furnished on a roll 13 3/8” wide, 28 plates per roll** |  | Price Per Roll  $ | Rolls Per Ctn |  |
| Indicate quantity discount details here (This will NOT be used as a factor in making the award): | | | | | |

**Lot 2 Blankets**

If not bidding on Lot, indicate here\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

| **ITEM** | **QTY** | **DESCRIPTION** | **State Manufacturer and Product** | **PRICE PER EACH** | **If carton, provide quantity per carton** | **Quantity Discount** |
| --- | --- | --- | --- | --- | --- | --- |
| 1. | 1 ea | **For AB Dick – 5 ply compressible w/bars 13” x 19 ½”** |  | $ |  |  |
| 2. | 1 ea | **For Ryobi – 4 ply compressible w/bars 20 22/32” x 13 25/32”** |  | $ |  |  |
| 3. | 1 ea | **For Heidelberg – 4 ply compressible w/bars 17 ½” x 20 ½”** |  | $ |  |  |
| Indicate quantity discount details here. This will NOT be used as a factor in making the award: | | | | | | |

**Lot 3 Other Parts and Supplies**

If not bidding on Lot, indicate here\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Please provide a unit price list or a list price, and/or discount percentage of unit/list prices on all to all possible consumable parts and supplies (to include, but not limited to, rollers, sucker feet, cleaning supplies, etc.) needed for the operation of each model. If items are specific to one or the other of the presses, bidder should indicate that on the price list(s).

Indicate quantity discount details here. This will NOT be used as a factor in making the award:

List specific items here or provide attachment.

STATE OF WISCONSINDOA-3027 N(R01/98)

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # **KK20-02-O** 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

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

Authorized Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Authorized Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type or Print

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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