

University of Wisconsin River Falls

REQUEST FOR BID

AGENT: **Brandee Drinken**

THIS IS NOT AN ORDER

Questions regarding this bid – see Section 3.1

For Submittal of Bid Instructions – see Section 1

BID NUMBER: 22-BD8149

ISSUE DATE: 10/03/2022

DUE DATE: 11/10/2022 @ 2pm

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

Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the University Procurement. Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible. The bid abstract will be on file and is open to public inspection only after award determination has been made.

Marching Band Wind Instruments

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the University Procurement bid document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid. By submitting a bid, the bidder certifies that no relationship exists between the bidder and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such bidder and another person or firm that constitutes a Conflict of Interest. Further, bidder certifies that no employee of the University whose duties relate to this request for bid assisted the bidder in preparing the bid in any way other than in his or her official capacity and scope of employment.

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

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

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1 SUBMITTAL INSTRUCTIONS

BIDS MAY BE EMAILED TO: bids@uwrf.edu

BIDS MAY BE MAILED TO:

University of Wisconsin River Falls
Purchasing Services – Attn: Brandee Drinken
410 S. 3rd Street
220 North Hall
River Falls, WI 54022

NUMBER OF COPIES TO BE SUBMITTED:

One (1) hard copy of the completed bid, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service in a sealed envelope or package with the RFB number on the outside: 22-BD8149. Bids must be received and date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. Bids not so date/time stamped shall be considered late. Late bids shall be rejected.

RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES

The University accepts completed bids e-mailed to bids@uwrf.edu provided (i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. Late bids shall be rejected.

Submitting a bid to any other e-mail address than bids@uwrf.edu does not constitute receipt of a valid bid by Procurement. Proof of transmission doesn't constitute proof of receipt. The subject line should indicate the bid number. UW-Stout will not accept responsibility for any network or power outages that may occur during the transmission of bids. Electronic or digital signatures are acceptable.

Email submissions may not be greater than 25 megabytes. Any email file greater than 25 megabytes will be rejected by the email server. It is the responsibility of the sending party to confirm emailed bid responses were received by the Purchasing office prior to bid due date.

Multiple bids from a vendor will be permissible; however, each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

1.1 Bid Response Requirements

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

1. One electronic copy of fully completed signed bid. Only emailed bids will be accepted. Bids must be received, and date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. Bids not so date/time stamped shall be considered late. Late bids shall be rejected.
2. Request for Bid Form (**signed**) (Page 1 of this document)
3. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (Attachment A)
4. Itemized Bid List (Attachment B)

5. Vendor Information Form (Attachment C)
6. Client Reference List (Attachment D)

2 GENERAL INFORMATION

2.1 Purpose

The University of Wisconsin River Falls, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," on behalf of the Department of Music hereinafter referred to as "Music" requests bids for the purchase of Wind Instruments for our Marching Band.

All University of Wisconsin River Falls departments must be eligible to purchase from this contract.

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.

2.2 Scope

The University of Wisconsin – River Falls is requesting bids for Wind Instruments for Marching Band. The Music department will be starting up a marching band that is scheduled to be in full performance in the fall of 2023.

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

2.3 Definitions

The following definitions are used throughout this document:

Agent means University Procurement Agent responsible for this Request for Bid. Full contact information can be found in Section 3.1.

Bid means Request for Bid.

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

Contractor means successful Bidder awarded the bid.

Custom Charges/Fees: typically includes, but is not limited to, United States duties, if applicable; port of entry documentation fees; custom clearance fees; applicable tax; etc.

DVB means Disabled Veteran-Owned Business.

GSA means General Services Administration.

MBE means Minority Business Enterprise.

Procurement means the Procurement Office in the Division of Business and Finance responsible for the procurement of goods and services on University of Wisconsin - River Falls campus, located at 410 S 3rd Street, River Falls, WI 54002.

State means State of Wisconsin.

University and UW both mean University of Wisconsin – River Falls

University Imports: When the University is the Importer of Record or has responsibilities for paying Custom Charges/Fees for products purchased directly from a foreign country.

WBE means Woman-Owned Business Enterprise.

Winds means anything using wind (all Brass, all woodwinds)

2.4 E-Supplier 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.

2.5 Orders

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

- Specific order(s): issued as one-time orders.
- Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.
- Purchasing Card order(s): issued as one-time order(s).

2.6 Electronic Commerce/Online Ordering

Customers of this contract may want to take advantage of electronic ordering and "E-Commerce" opportunities that may be offered by the Contractor. All electronic orders shall receive contract pricing and/or discounts.

2.7 Campus Delivery Requirements

Delivery of orders shall be made to University Central Receiving, 716 Wild Rose Ave, River Falls, WI 54022, Monday through Friday from 7:30 am to 3:15 pm.

2.8 Parking

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through University Facilities Management and Parking Office. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.9 Promotional Materials/Endorsements

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

2.10 Energy Star

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

2.11 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 compliant with this provision. This provision applies to all contracts of all values.

2.12 Supplier Diversity

2.12.1 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 Colleges and Extension 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 may be requested to provide information about its purchases from Wisconsin certified MBEs.

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

2.12.2 Woman-Owned Business Enterprise Program (WBE)

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>

2.12.3 Disabled Veteran Owned Business Program (DVB)

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs 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 DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>

2.12.4 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.

3 BID PROCESS INSTRUCTIONS

3.1 Clarifications and/or Revisions through Designated Contact

All communications and/or questions in regard to this request must be in writing and must reference the bid number. Bidders are required to e-mail written questions to the Agent by the due date listed in section 3.2. Questions received after this date will not be answered.

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

ADMINISTRATIVE:

Brandee Drinken
UWRF Purchasing Services
410 South 3rd Street
River Falls, WI 54022
E-mail: brandee.drinken@uwrf.edu
PHONE 715-425-4597

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

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

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

3.2 Applicable Dates

Date	Event
10/03/2022	Date of Issue of the Bid
10/14/2022	Written questions due
10/28/2022	Q & A's Posted (Approximate Date)
11/10/2022 -- 2:00 PM CST/CDT	BID Due Date (CST/CDT)

3.3 Contract Term

The initial term of this contract shall be date of award through June 30, 2023. This contract will be automatically renewed for two (2) additional one-year terms unless termination clause 5.15 is optionally utilized. Contract end date will be June 30, 2025

3.4 F.O.B. Job Site

Services are to be performed at locations indicated when orders are placed. Delivery of all materials shall be F.O.B. job site, freight paid by Contractor. Contractor shall have a representative present at the delivery site when materials are direct shipped. University employees will not accept deliveries on behalf of the Contractor. The University shall not be responsible for any materials received or accepted on behalf of the Contractor.

3.5 Proprietary Information

Any information contained in the Bidder's response that is proprietary must be detailed separately on the attached Designation of Proprietary and Confidential Information Form (DOA-3027). Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). Pricing information cannot be kept confidential.

3.6 Accommodations for Individuals with Disabilities

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. Please contact Brandee Drinken at brandee.drinken@uwrf.edu or 715-425-4597 to make a reasonable accommodation request.

3.7 Method of Bid

Bidder must submit Attachment B – Itemized Price Sheet. Bidder shall complete Itemized Price Sheet as instructed on the Itemized Price Sheet. If submitting a bid for an alternate, Bidder shall include manufacturer, and catalog, model or stock number. Detailed specifications (including brochures, operating manuals, maintenance manuals or other written materials) of any alternate items offered must be included with your bid to establish equivalency.

3.8 Method of Award

The bid award will be made on the basis of the lowest price, responsive, responsible Bidder. Prices bid shall be in US Dollars unless otherwise indicated. Bids that require specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, unit price shall prevail in award.

The University intends to award to one Bidder, whichever is judged to be in the best interest of the State. The State is the sole determinant of its best interests.

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.

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 (Attachment A).

4.1 Bidder Information

Bidder must complete the attached Vendor Information Form (Attachment C) 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

The Bidder (company or its principals) must be in the business of providing Woodwind and Brass Instruments for Marching Band and must have done so for the past 5 years

4.3 Authorization

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer.

4.4 Client List / References

Bidder must supply with their bid a client list of three (3) firms to which similar items/services have been provided during the past three (3) years to a comparable sized institution or company (see Bidder Required Form, DOA-3832). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.5 Fair Price Analysis

Purchases made under this contract may require further fair price analysis. Bidders must 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.

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence.

4.6 Minimum Order

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

4.7 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.

5 PERFORMANCE AND CONTRACT REQUIREMENTS

5.1 Firm Prices

Prices must remain firm for the initial contract term. Prices established may be lowered due to general market conditions or negotiations between Contractor and the University.

Price increase request proposed after the initial Contract term, along with an updated Price List, must be received by Procurement in writing ninety (90) calendar days prior to 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 Procurement deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase request with the Contractor. An acceptance of the price list change will be in the form of an amendment to the contract.

5.2 F.O.B.

F.O.B. Destination, All deliveries shall be FOB Destination. Delivery charges and risk of loss shall be borne by the Contractor.

Delivery will be made by common carrier or Contractor's truck, with unloading to be performed by the carrier/contractor and carton(s) transported to the interior/ground floor or inside dock at 716 Wild Rose Ave, River Falls, WI 54022. Bid prices must include all packing, freight, insurance charges and installation/operation manuals, excluding any import/export costs.

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

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

For University Imports: See Section 5.3

Failure to bid FOB DESTINATION delivery and installation charges and risk of loss borne by the Contractor in price may disqualify your bid.

5.3 University Imports

Bids must include costs from bidder's door to port of destination and local delivery charges (DDP – Delivered Duty Paid; Incoterms 2022). Custom Charges/Fees should be itemized on the Itemized Bid List (Attachment C). Custom Charges/ Fees will be included in the cost for the purpose of determining the lowest cost bid. The University reserves the right to compare the quoted Custom Charges/Fees with those from a University contracted customs broker and select whichever option is judged to be in the best interest of the University.

If the University is selecting the customs broker and paying the Custom Charges/Fees directly to them, the awarded Contractor must use the University's contracted customs broker identified on the purchase order.

5.4 Requirements for Criminal Background Checks

Background Checks of Contractors:

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

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

5.5 Timeliness of Delivery

Delivery is desired as soon as possible after receipt of an order. State on the Bidder Response Sheet (Attachment A) when delivery can be made. Timeliness of delivery may be used in evaluation for bid award.

The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within five (5) working days of receipt of order or release against existing order(s).

5.6 Item Return Policy

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

5.7 Additional Items/Services

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

5.8 Invoicing Requirements

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

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

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

- Contractor name
- remit to address
- purchase order number
- release number if given
- date of order/release
- item manufacturer's name or abbreviation (if applicable)
- complete item description including catalog, model and/or stock number(s) match those stated in bid
- 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 **Accounts Payable; 410 S. 3rd Street; Room 220 North Hall; River Falls, WI 54022** or emailed to accountspayable@uwrf.edu unless the customer identifies and establishes a different bill-to location.

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

5.9 Payment Terms

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

5.10 Shipments, Duplicates and Over shipments

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

5.11 Training

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

5.12 Insurance

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0 for the equipment listed in Section 2.2 for transport and unloading. A certificate of insurance must be provided upon request, and on an annual basis throughout the term of the Contract.

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

Additional insurance requirements for this bid are required as defined within the following link and a Certificate of Liability with appropriate coverage levels must be provided prior to beginning work.

<https://www.wisconsin.edu/risk-management/manual/vendor-certificates/#cus>

5.13 Subcontracting

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.

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.

Subcontractors must abide by all terms and conditions under this contract.

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

5.14 Activity Report

Contractor should, be able to report on a semi-annual basis all items/services purchased against this contract during the designated report period including by not limited to:

- Date of order/release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description including catalog, model and/or stock number(s) identical to those stated in proposal
- Prices per the Contract

5.15 Contract Termination

- The University may terminate the Contract at any time, without cause, by providing 30 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. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the State, times the corresponding payment for completion of such work as set forth in the State's order(s).
- In addition, the University reserves the right to terminate the resulting contract/agreement for reasons of breach of contract, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
- 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.
- 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.
- Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard

Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

- 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.
- All notices of performance failure must be submitted in writing to Purchasing, 310 S. 3rd Street; Room 220 North Hall; River Falls, WI 54022. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department

5.16 Other Eligible Purchasers

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities shall be eligible to purchase off of this contract.

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

5.17 Record and Audit

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

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

5.18 Entire Contract

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The BID, 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 22-BD8149, dated October 2, 2022 including amendments/attachments
- C. Bidder response to BID.
- 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 BID 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 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 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.

A Word copy of this exceptions document must be submitted with your electronic bid response.

5.19 Travel Per Diems

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

6 SPECIFICATIONS

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

6.1 General Specifications

The Bidder's response must be clearly identified as requested on the Itemized Bid List. Adequate detailed specifications of the items/services being offered or bid should be included with your bid to insure that the items/services being bid can be compared to determine if the items/services meet all specifications.

If you are bidding alternate items/services, provide complete specifications, documents and materials showing performance features and details for the items/services you propose to furnish for the items/services being bid. These will be used to establish equivalency. The University will be the sole judge of equivalent acceptability between Bidders responses.

Failure to provide the request product specifications and information for items/services bid may disqualify your bid.

6.2 Warranty

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

Contractor is requested to provide a copy of maintenance contracts and quote on maintenance available after expiration of the warranty term. Include terms, which components shall be covered and annual cost on the Itemized Bid List or on attachments to the bid response as necessary.

6.3 Maintenance or Repair

Service and/or maintenance of this equipment may be required. Indicate on the Bidder Response sheet whether work is performed on your site or ours, response time on any work requested, the number of miles your site is from ours, if work if performed on your site.

Contract must perform all maintenance on site unless University grants permission to remove equipment from site.

Contractors must have access to replacement parts within ten (10) business days to service all products identified under this bid.

Service calls received in the a.m. must be acknowledged in p.m. of the same day or p.m. must be acknowledged by noon the following work day, and products must be serviced within seventy-two (72) hours of initial call. The service representative shall leave the ordering department a copy of a dated written report indicating the service performed. The report must be signed by the University employee in charge of the machine.

6.4 Contracting With Other Vendor

Purchasing shall have the option to contract with another vendor to repair or service machines if Contractor is unable to repair equipment for any reason or make necessary repairs on a timely basis.

6.5 Trade-In

The Itemized Bid List shows the exact model/serial number(s) of the trade-in. Arrangements should be made to inspect the equipment with the technical contact person listed in Section 3.1. If trade-in option is awarded, Contractor will remove trade-in equipment at the time of installation of new equipment at no extra charges to the University.

6.6 Demonstration Equipment

Demonstrator product (non-reconditioned, refurbished or remanufactured models) shall be acceptable for this bid if full new product warranties are offered.

6.7 Employee Identification

All Contractor's employees, while working on University property, 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.

7 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
SUBMITTAL INSTRUCTIONS			
	Have you included (1) complete set(s) of your bid	<input type="checkbox"/>	<input type="checkbox"/>
1.1	Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
2.5	What order method will you accept orders against this contract:		
	<input type="checkbox"/> E-mail		
	<input type="checkbox"/> Fax		
	<input type="checkbox"/> Internet		
	<input type="checkbox"/> Mail		
	<input type="checkbox"/> Phone		
	<input type="checkbox"/> Other: _____		
2.6	Do you have the capability of putting the University's specific pricing on a WEB site that is accessible to University Purchasers through a unique logon ID?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, does your Website provide a means of on-line ordering with our specific pricing being applied automatically?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, does your Order System accept Purchasing Cards for payment?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, does your Order System provide a self-service means for the customer to track their order via Internet?	<input type="checkbox"/>	<input type="checkbox"/>
2.10	Which of your items meet the Energy Star requirements?	<input type="checkbox"/>	<input type="checkbox"/>

2.11	Do you certify that neither your organization nor your principals are presently engaged in a boycott in the State of Israel?	<input type="checkbox"/>	<input type="checkbox"/>
	Do you certify that neither your organization nor your principals will, during the term of the contract, engage in a boycott in the State of Israel?	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Are you in the business of providing scanning electron microscopes and has your company done so for the past 5 years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Are you:		
	a) an original manufacturer for the product lines being bid?	<input type="checkbox"/>	<input type="checkbox"/>
	b) an authorized distributor for the products/product lines being bid?	<input type="checkbox"/>	<input type="checkbox"/>
	c) a dealer authorized by manufacturer?	<input type="checkbox"/>	<input type="checkbox"/>
	d) do you have service and repair capabilities for the item(s) being bid?	<input type="checkbox"/>	<input type="checkbox"/>
	(Identify account number with manufacturer, as applicable.) Account # _____		

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

4.5 What type of documentation (i.e. published price list, list of previous buyers, etc.) will you provide to assist the University in its fair price analysis?

4.6 Do you agree to no minimum order quantity or dollar amount?

4.7 Do you certify that neither your organization nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?

Firm Prices

5.1 Do you agree to firm prices as stated?

5.2 Are you bidding all prices F.O.B. Destination and Installed, delivery and installation charges and risk of loss borne by the Contractor? (Be sure to read Section 5.2 carefully)

Country of Origin _____
Shipping Point _____

5.4 Do you agree with the requirements for criminal background checks?

5.5 Can you meet delivery requirement?
If not, state delivery time ____ days After Receipt of Order (ARO).

State delivery time ____ days After Receipt of Order (ARO).

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

5.6 Do you agree with return policy? If not, state your return policy in detail.

5.8 Will you agree that all invoices will reflect prices established for items on this Contract for all orders placed even though the Contract number and/or correct prices may not be referenced on each order?

Will you accept orders placed using a Purchasing Card?
If **YES**, orders placed using a purchasing card must reflect current contract pricing.

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

5.10 Do you agree to terms regarding duplicates and over shipments?

5.11 Will you provide instructions on set-up and operation as required?

5.12 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.14 **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.

- 5.13 Do you agree to extending the contract to other:
University of Wisconsin System campuses?
State of Wisconsin Agencies?
Wisconsin Municipalities?
- If **YES**, indicate whether other charges will be added and what those charges would be: _____
- 5.18 Have you documented exceptions in the format requested?
- 6.1 Are you bidding items as specified on the Itemized Bid List?
- If **NO**, include information on alternates as required in Section 6.1 with your bid response.
- 6.2 Will you honor manufacturer standard warranty?
If **YES**, have you enclosed standard warranty documents?
- Warranty term: _____
- 6.2 Do you agree to minimum warranty as stated?
- Are you able to provide the University with items/services on this bid in the event of a major catastrophic emergency?
- 6.7 Will you agree to have all employees wear appropriate identification?

8 ATTACHMENT B – ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this Bid. Bidder shall enter the Cost for each item and the estimated delivery time/date



Marching Band
Equipment Woodwi

9 ATTACHMENT C – VENDOR INFORMATION FORM

STATE OF WISCONSIN
 DEPARTMENT OF ADMINISTRATION
 DOA-3832 (R 07/2019)
 S. 16.72 WIS. STATS



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).

To be completed by the agency:

Agency Name University of Wisconsin River Falls	Solicitation Title 22-BD8149 Marching Band Woodwind and Brass Instruments	Solicitation Reference Number 22-BD8149
--	--	--

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:	
Bid/Proposal	Phone:
Email:	
Affirmative Action Plan	Phone:
Email:	
Contract Renewals/Problems	Phone:

Email:	
Sales Representative	Phone:
Email:	
Ordering/Expediting	Phone:
Email:	
Returns	Phone:
Email:	
Recalls	Phone:
Email:	
Invoice Information	Phone:
Email:	
Payment Remit to Information	Phone:
Email:	
Supplier Diversity Reporting (see section 2.10)	Phone:
Email:	

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 like 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		
<p>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.</p> <p>Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.</p> <p>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 the following apply:</p> <ol style="list-style-type: none"> 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. <p>We request that the following pages not be released:</p>		
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 or 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 (f applicable):

Section 6: Bidder Identification (Check all that apply)

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, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

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, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, 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. Yes No Unknown

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.

We certify that we are not currently engaged in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

We certify that we are in compliance with applicable State of Wisconsin non-discrimination/affirmative action requirements as described in State Standard Terms and Conditions, form DOA-3054.

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.

10 ATTACHMENT D – CLIENT REFERENCE LIST

1. Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ E-mail Address: _____
Internet address: _____
Description and date(s) of commodities and services provided: _____

2. Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ E-mail Address: _____
Internet address: _____
Description and date(s) of commodities and services provided: _____

3. Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ E-mail Address: _____
Internet address: _____
Description and date(s) of commodities and services provided: _____

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

11 ATTACHMENT E – STANDARD TERMS AND CONDITIONS

Wisconsin Department of Administration

Ch. 16, 19, 51

DOA-3054 (R 03/2019)

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 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any

persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

- 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.