

BIDS MUST BE ADDRESSED TO:

AGENCY: University of Wisconsin-Platteville
 ADDRESS: Purchasing Office
2201 ULLSVIK HALL
 1 University Plaza
 Platteville, WI 53818-3099

**THIS IS NOT
 AN ORDER**

REQUEST FOR QUOTATION

BIDDER (Name and Address)

- No bid now. Retain on bidder list. (Return this page only.)
- Remove from bidder list. (Return this page only.)

Request for Quotation # QR-2019-4.

The Request for Bid form must be completed, typed or in ink, SIGNED and returned. Bids must be received in the purchasing office on or before the date that the bid is due.

F.O.B. WILL BE DESTINATION PLATTEVILLE, WISCONSIN UNLESS INDICATED OTHERWISE BELOW!

The bid abstract will be on file and is open to public inspection only after award determination has been made. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

January 10th 3:00 PM

Name (Contact for further information)

Lewis Bettinger

Phone

FAX

608-342-1221

608-342-1169

Quote Price and Delivery FOB

Platteville, Wisconsin

Email and Fax bids are accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		Provide to the University of Wisconsin-Platteville UNIFORM SERVICE per the attached Itemized Bid Form, Specifications, and Conditions of Bid. <u>Please complete and return the following:</u> 1. Request For Quotation form 2. Bid Submittal form 3. Manufacturer's information and samples as requested in section 3.2.5 of the attached specifications –		

Payment Terms

Delivery Time

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Development (DOD). If you have questions concerning the certification process, contact DOD, 8th Floor, 123 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids**

We are a sheltered work center qualified under Wis. Stats. s. 16.752. Questions concerning the qualification process should be addressed to the Sheltered Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes No Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a 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 will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

Uniform Service

SCOPE

The University of Wisconsin Platteville (UW Platteville) through its Purchasing Services Department on behalf of the Facilities Management Department requests Quotes for Uniform Rental. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Quote for the Uniform Rental listed on cost sheet ATTACHMENT A.

1.0 GENERAL INFORMATION

1.1 Information

The University of Wisconsin-Platteville, founded in 1866, enrolls about 8,000 students in 42 baccalaureate and 6 master's programs. It possesses institutional strengths in middle level education, engineering, industrial technology, agriculture, criminal justice and business. The campus is located in Southwest Wisconsin's largest and most historic community. The region offers excellent school systems, high quality medical and hospital facilities, outstanding recreational opportunities, and vibrant businesses and industries. UW-Platteville is a cultural and educational center for the Tri-State region of Illinois, Iowa and Wisconsin

Technical questions regarding this bid should be directed to Joel Schambow at 608-342-1155 or schambowj@uwplatt.edu.

Other questions regarding the bidding process should be directed to Lewis Bettinger at 608-342-1221 or bettingerl@uwplatt.edu.

Specific manufacturer and catalog number, when provided, are provided for comparison purposes only. If not bidding on all particulars as specified the bidder may offer an alternate. Bids must clearly identify the manufacturer and catalog or stock number. UW-Platteville will be the sole judge of acceptability.

1.1 Inspection of Premises

Contractors are invited to inspect the project site prior to submitting their bid in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

For Site Inspection Prospective Bidders are to Contact:

Joel Schambow
Buildings and Grounds Superintendent
University of Wisconsin - Platteville
Telephone: 608-342-1155

1.2 Basis of Bid Evaluation

Bids will be evaluated by the Department's purchasing agent and program manager to verify that they will meet all specified requirements in this RFQ. This verification may include

requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the University and State of Wisconsin.

The University reserves the right to reject any and all bids. The award shall be made in the best interest of the University. Representatives from the University reserve the right to inspect the contractor's facilities and other operations under their management prior to award of this bid. Award(s) shall be made on the basis of the lowest lot total which is judged to be in The best interest of the University.

1.3 Contract Commencement

It is the intent of the University to commence the contract on or about January 31st 2019.

1.4 Contract Length and Price

The contract shall be effective February 1, 2019 and shall run until January 31st, 2021, with one possible two year extension. If the contract is renewed, it is expected any complete sets of uniforms that have been used for the two years of the contract will be replaced prior to renewing the contract.

Prices are to remain firm for the first twelve month period of the contract. Any proposed price change will be reviewed annually, any increases or decreases will be firm for the next twelve month period. Price increases should not exceed the published CPI rate. Increases over the CPI rate shall give the University the option to terminate the contract. Any and all service and/or handling fees must be listed in the bid response. Any charges not listed in the bid response will not be accepted.

2.0 TERMS OF THE CONTRACT

- 2.1 The successful performance of this contract is based on a favorable response from the users. The contractor shall meet regularly with the Buildings and Grounds Superintendent or his/her designee to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.
- 2.2 The contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent Board of Regents, University of Wisconsin System regulations, and municipal, county, State and Federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, property, cigarette and beverages.
- 2.3 The contractor shall furnish all supplies and equipment herein specified and all management and labor necessary for the efficient, sanitary and ecologically sound operation in the uniform services included in this contract, subsequent extensions and amendments, the cost of which is included in the contract price.
- 2.4 The contractor will keep uniform samples in mens and womens sizes at the campus to ensure new employees receive their uniforms in timely manner.
- 2.5 All transportation costs will be included in the bid.
- 2.6 The contractor will maintain insurance levels as required in Standard Terms and Conditions, Section 23.0. A certificate of insurance must be provided upon award and provided on an annual basis throughout the term of the Contract.

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 and automobile liability policies."

- 2.7 The University permits the contractor to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the University, as areas for uniform equipment, related auxiliary equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement. University shall provide heat, electricity and cold and hot water. The contractor agrees to exercise care to keep these energy services to a minimum, and comply with established energy conservation practices, regulations and policies and mutually endeavor to conserve the use of energies.
- 2.8 When appropriate, the University shall advise the contractor of campus functions which may require additional uniform service to maximize available service and revenue potential. Athletic tournaments, large conferences and department sponsored activities are examples of such functions.
- 2.9 A service vendor who maintains a long term contract with the University for providing services may receive a service parking permit. If the original Service Permit is lost, the service vendor will be required to purchase a replacement permit. Contractor is responsible for contacting UW-Platteville Campus Police to make arrangements for the permit.
- 2.10 Contractors shall ascertain, observe and comply with all rules and regulations in effect on the campus, including, but not limited to, parking and traffic regulations, use of sidewalks, security restrictions, hours of allowable ingress and egress and traffic within or to the campus.
- 2.11 A copy of the University of Wisconsin - Platteville Traffic and Parking Regulations may be obtained from the Campus Police. Specific authorization to operate on campus walks, malls, service drives, lawns or patios shall be obtained from the Campus Police.
- 2.12 In the event there is a substantial increase in the cost of fuel, the University will accept an increase in the price. A substantial increase is defined as a 25% or more increase in fuel costs over a two month period. However, if there is a substantial decline in the cost of fuel, the University will expect a price decrease. The bench mark will be the cost of fuel on the bid opening date. The intent of this paragraph is to provide relief between the awarded Contractor and the University in extreme cases and not to have "floating" prices for this service.
- 2.13 If the incumbent Contractor is not awarded the next contract, the incumbent Contractor may be required to continue providing products and services, at contracted pricing, on a month-by-month basis in order to provide the University with continued operations and a smooth transition.
- 2.14 On expiration or termination of the contract, the University and contractor shall conduct a joint physical inventory of all clean and soiled rental items at the University. At that time, the contractor shall issue the University a credit for all returned clean rental items at the rates quoted per bid submittal or amended to this contract. This inventory shall also be used to make final reconciliation of lost or damaged rental items. Final payments to the contractor shall be withheld until all transactions or arrangements for inventory reconciliation and item removals have been completed to the satisfaction of the University.

Rental items and rental equipment not removed from the University locations on termination of this contract and/or after ten days written notice to the contractor may be removed and placed in storage by the University. All costs of removal and storage shall be the contractor's. If after 30 days from the date of written notice for removal, the rental items and rental equipment remain at the University the disposition shall be at the discretion of the University.

Near the end of the term of this agreement, if the Proposer is asked to "put on" inventory, the Proposer may offer a buy-out plan based on standard of usage depreciation. It will be up to the individual department to decide to accept or deny the buy-out plan.

3.0 GARMENT SPECIFICATIONS

- 3.1 The contractor shall furnish seven (7) or eleven (11) complete sets of new and unused garments of the quality specified below for each employee (approximately eighty (80) current employees) upon commencement of this contract.

The contractor will replace all garments with seven (7) or eleven (11) complete sets of new garments that have been in use since the beginning of the contract prior to renewing contract. Further, the contractor shall furnish new employees with seven (7) or eleven (11) complete sets of new garments upon completion of their 6-month probation. The University shall return employees' garments to contractor upon termination of their employment. The choice of seven (7) or eleven (11) sets of garments will be at the employee's discretion. The University is not responsible for normal wear and tear on uniforms worn by maintenance/custodial personnel turned in at the end of the contract.

- 3.2 Uniform sets shall consist of Red-Kap shirts, shorts, pants and cargo pants as manufactured by Wrangler, unless specified elsewhere, *or an approved equal* to meet the following specifications:

Sizes: Women's sizes must be available for shirts, pants and shorts. Women's sizes are defined as styled and/or tailored for a women's body. Women should have the option of wearing a male uniform and/or mixing shirt and pants options. Pants options should be with and without elastic in the waistband. Shirts needs to tailored with shortened sleeves, tails, waste, bust etc. designed specifically for women.

- 3.2.1 Industrial Shirts: Shirts to be 4-1/4 ounce, 65% Dacron polyester/35% combed cotton, Poplin pattern with soil release finish; lined two (2) piece collars with stays; choice of long or short sleeves, with one (1) button lined cuff on long sleeves; stitch-down front facing; six (6) button minimum closing with gripper at neck; reinforced button holes, gusset reinforced side seams and double stitched through-out. Shirts are to have name patch over right pocket and University insignia over left pocket. Name patch and insignia patch shall be the same size.

Cotton Shirts: Shirts to be 4-1/4 ounce 100% cotton preshrunk twill weave, lined two (2) piece collars with stays; choice of long or short sleeves, with one (1) button lined cuff on long sleeves; stitch-down front facing; six (6) button minimum closing with gripper at neck; reinforced button holes, gusset reinforced side seams and double stitched through-out. Shirts are to have name patch over right pocket and University insignia over left pocket.

- 3.2.2 Standard Industrial Pant: Pants to be 8-1/2 ounce Red-E-Prest twill weave; 65% Fortrel polyester/35% combed cotton blend; full cut, straight leg; heavy duty brass zipper fly; bartacked belt loops; two (2) back pockets, two (2) side pockets, with all pockets and points of strain bar tacked, and with no cuffs.

Standard Industrial Jean-Cut Pant: Pants to be 8-1/2 ounce Red-E-Prest Jean Cut twill weave; 65% Fortrel polyester/35% combed cotton blend; western cut, straight leg; heavy duty brass zipper fly; bartacked belt loops; two (2) back patch pockets, two (2) front pockets, with all pockets and points of strain bar tacked, and with no cuffs.

Cotton Industrial Pant: Pants to be 8-1/4 ounce 100% cotton preshrunk twill weave; full cut, straight leg; heavy duty brass zipper fly; bartacked belt loops; two (2) back pockets, two (2) side pockets, with all pockets and points of strain bar tacked, and with no cuffs.

Cargo style pants and shorts should also be available in the uniform pants option.

Pant style will be the choice of employee.

- 3.2.3 Color will be determined by campus administrator after award of contract. Uniform color may change per department, up to six possible departments.
- 3.2.4 Name patches and University insignias: Contractor shall furnish and install name patches and University insignias. Name patches shall be furnished and to be of an embroidered style with employees' name. Name and logo patch must be the same size. University insignia shall match in style and color of existing insignia. Patches and insignia shall be sewn to shirts with standard cotton thread only, no reinforcing with plastic threads. The University of Wisconsin Platteville is a registered trademark. Awarded vendor will provide actual samples of all name patches and insignia for approval prior to sewing on to uniforms.
- 3.2.5 Bidders shall submit with their bid written specifications for the garments on which they are bidding along with a physical sample of the shirt and pant. Failure to submit this information or misrepresentation of the information may result in rejection of their bid.
- 3.2.6 New Uniforms will be required for all new employees for the first 12 months of the contract. Clean, neat "like new" uniforms for new employees is acceptable for the second year of the contract.
- 3.3 Soiled uniforms shall be picked up, laundered by means of water washing (dry-cleaning will not be accepted) and returned to the campus wrinkle free and finished by the contractor on a mutually acceptable schedule to insure that each employee shall have a minimum of three (3) complete uniform changes per week. Pickups shall be from and deliveries made to Giese Facility Maintenance Building, Boebel Hall, Dobson Hall, and the Heating Plant. Signage must be installed by the awarded vendor at each soiled uniform pickup location listing the pick up schedule.
- 3.4 The contractor shall repair, replace or adjust uniforms, or parts thereof, which become unusable, unsightly or unserviceable, as is necessary. Any garment which has been returned for repairs or adjustments will be returned to the employee with the garment delivery the following week. All uniforms shall be consistently maintained to provide a presentable appearance, with the University to be the sole judge as to a presentable appearance. **Uniforms that have excessive wrinkles, stains, objectionable odors, large patched holes or tears, holes in the pockets or are returned not cleaned or pressed will not be accepted.**
- 3.5 Garment fit is of the utmost importance, all sizing must be done using washed uniforms. The contractor shall provide garments that provide a comfortable fit for the wearer. If alterations or special garments are necessary to attain a comfortable fit, the contractor shall be responsible to obtain the special garments or alterations. Uniform wearer shall be the judge of a comfortable fit any uniform resizing will be the responsibility of the vendor both men's and women's sizes are required. All uniforms should have the same look but have separate designs for men and women.

4.0 ACCOUNTING AND PAYMENTS

4.1 Accounting

- 4.1.1 The contractor shall maintain complete and accurate records of uniform transactions in accordance with accepted industry accounting practices, and shall keep in a safe

place all such financial records and statements pertaining to the operations at the University for a period of three years from the close of each year's operations.

- 4.1.2 On request of the University the contractor shall meet with the University and review contract sales receipts, credit payments, and University invoices, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract.
- 4.1.3 All records pertaining to the operations of the laundry service shall be open for inspection and/or audit by the State and/or University of Wisconsin at any or all reasonable times.
- 4.1.4 The contractor's route driver or garment deliverer shall upon each visit provide the University's uniform coordinator an invoice showing the number of uniforms they picked up and an invoice showing the number of uniforms they returned per employee each week. Any discrepancies should immediately be brought to the attention of the uniform coordinator. The method to accomplish this accounting shall be agreed upon between the contractor and University staff.

4.2 Payments

- 4.2.1 The contractor shall invoice the University on a monthly basis as determined by mutual agreement and shall accompany this invoice with a detailed explanation of type of service and labor charges. Causes of abnormal charges shall be noted by the contractor as part of these statements for University's approval.

5.0 CONTRACT TERMINATION

- 5.1 The University may terminate this contract due to unavailability of funds or for neglect as determined by the University which shall consider such items as: insufficient insurance coverage, failure to provide required period statements, failure to provide required standards of service, or quality and frequency of service being unsatisfactory to the University. This may include any cessation or diminution of service included but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship or the contractor which in the opinion of the University is not in its best interest or failure to comply with the terms of this contract.
- 5.2 The University shall provide ten (10) calendar days written notice of contract neglect and unless within ten (10) days such neglect has ceased and arrangements made to correct, the University may terminate the contract by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel this contract.
- 5.3 Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the contractor may terminate the contract by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel this contract.

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.

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: not performing satisfactory services or failure to provide any of the Terms, Conditions, Specifications or Special Conditions of Bid.

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 23.0, 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.

6.0 QUOTE PROCEDURES AND INSTRUCTIONS

6.1 METHOD OF QUOTE:

Quotes may be submitted via USPS, fax or email. Vendors must submit one copy of all materials required for acceptance of their quote by the deadline shown on the Request for Bid form to:

Lewis Bettinger, Purchasing Director
University of Wisconsin-Platteville Purchasing Office
2201 Ullsvik Hall
One University Plaza
Platteville, WI 53818
P 608-342-1221
F 608-342-1169
bettingerl@uwplatt.edu

Quotes must be received by the above office by Thursday January 10th, 3:00 PM. Late quotes will be rejected.

All bids must be packaged, sealed, and show the following information on the outside of the package:

Vendor's Name and Address
Request for Bids Title
Request for Bids Number
Bid Due Date

Faxed quotes are acceptable by the University; it is your option. Faxed quotes will be rejected if they are not received in the Purchasing Office on time. You may fax your bid to the attention of Lewis Bettinger at 608-342-1169. All faxed bid responses will have a facsimile transmission cover letter that includes:

- a. Date
- b. Agency fax number
- c. Agency name
- d. Agency contact person and telephone number
- e. Bidder fax number (if available)
- f. Bidder name
- g. Bidder contact person and telephone number

h. Number of pages (including cover) being transmitted

Faxed replies to quote requests will be signed. Each page will be initialed and numbered "page 1 of 5," "page 2 of 5," etc. Faxed bids will be rejected if they do not arrive on time, i.e., the last page of the fax transmission must be completed prior to the bid opening due date and time. It is bidder's responsibility to ensure the Purchasing Office has received the faxed bid.

Quote Timeline	
December 18, 2018	Quote released
January 2 nd , 2019	Quote questions due from Vendors
January 4 th , 2019	Vendors will receive responses to questions
January 10 th , 2019	Quote responses due

BID SUBMITTAL FORM

ATTACHMENT A

Item No.	Qty	Unit	Description	Manufacturer, Brand, ID No.	Unit Price	Total Price
			Provide uniform service per the enclosed specifications. Cost to include provision of uniforms, complete uniform cleaning, repair and/or replacement service plus and required racks, sinage, etc, as needed. Quantities listed are approximate numbers to be used for bid evaluation purposes only, and not a guarantee. Actual numbers will be provided to the successful bidder.			
1.	400	ea	Industrial Shirts			
2.	200	ea	Standard Industrial Pants			
3.	200	ea	Standard Jean-cut Industrial Pants			
4.	260	ea	Cotton Industrial Pants			
5.	260	ea	Cotton Industrial Shirt			
*6.		ea	Standard Industrial Shorts			
*7.		ea	Cotton Industrial Shorts			
			LOT TOTAL			

Bidders shall submit a unit price and extended total for each item, and total price by lot as designated. Complete and return the following:

- 2.1 Request for Bid Form
 - 2.2 Itemized Bid List pages
 - 2.3 Manufacturer's information and samples as requested in section 3.2.5 of the attached specifications – 1 each
- * Shorts will be a uniform option in lieu of pants, therefore estimated quantities cannot be determined. Include a unit price but do not include shorts in Lot Total calculation.

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.

- 15.0 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:** 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 twenty-five thousand dollars (\$25,000) 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 twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

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

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

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

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

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

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

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

Bidders are encouraged to bid products with recycled content which meet specifications.

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

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, 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) 267-7577.

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

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



Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

