



REQUEST FOR BID (RFB)

FOR

**Scott Hall Restaurant Equipment
Issued By**

UNIVERSITY OF WISCONSIN OSHKOSH

RFB NUMBER – SP-24-102

April 11, 2024

AGENT: Susan Poff (920) 424-2006

E MAIL: *poffs@uwosh.edu*

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

PLAN DUE DATE: April 26, 2024 @ 2:00 P.M. CDT

THERE WILL BE NO PUBLIC OPENING

LATE PLANS WILL BE REJECTED



Bidder Required Form

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

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

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

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

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

Section 4: Designation of Confidential and Proprietary Information

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

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

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

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

We request that the following pages not be released:

Section	Page #	Topic

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

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

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

Agency Only:

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

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

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

Interested municipalities:

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

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

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

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

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

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

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

Special Conditions (if applicable):

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

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

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

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



UNIVERSITY OF WISCONSIN OSHKOSH
REQUEST FOR BID # SP-24-102
Scott Hall Restaurant Equipment

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SECTION #1: SUBMITTAL INSTRUCTIONS

BIDS MAY BE DELIVERED TO:

NUMBER OF COPIES TO BE SUBMITTED:

Two (2) hard copies of the completed bids, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside.** Bids must be received and date/time stamped prior to the stated bid due date and time. 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

Bids may be dropped off at **Campus Service Center, Facilities Management-Purchasing, Attn. Susan Poff, 650 Witzel Ave, Oshkosh, WI 54902**, between the hours of 7:00 AM and 4:30 PM **PRIOR** to the due date and time.

Bids may be mailed to **UW Oshkosh, Facilities Management – Purchasing, Attn. Susan Poff, 800 Algoma Blvd, Oshkosh, WI 54901.**

E-MAILED RESPONSES WILL BE ACCEPTED.

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

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

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

RETURN ADDRESS LABEL:

Below is a label that can be taped to the outside of your sealed bid response. If returning your bid response by **United States Postal Service mail**, please fill out the information and tape to the outside of your bid package.

OFFICIAL SEALED BID	
NUMBER: SP-24-102	
DUE DATE: April 26, 2024	TIME: 2:00 PM CST
SHIP FROM:	
VENDOR NAME HERE: _____	
ADDRESS: _____	

SHIP TO:	
UNIVERSITY OF WISCONSIN OSHKOSH	
FACILITIES MANAGEMENT-PURCHASING	
ATTN: SUSAN POFF	
800 ALGOMA BLVD.	
OSHKOSH, WI 54901	

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

OFFICIAL SEALED BID	
NUMBER: SP- 24-102	
DUE DATE: April 26, 2024	TIME: 2:00 PM CST
SHIP FROM:	
VENDOR NAME HERE: _____	
ADDRESS: _____	

SHIP TO:	
UNIVERSITY OF WISCONSIN OSHKOSH	
FACILITIES MANAGEMENT-PURCHASING	
ATTN: SUSAN POFF	
650 WITZEL AVE	
OSHKOSH, WI 54902	

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

SECTION #2: GENERAL INFORMATION

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

2.1 Background Information

Founded in 1871, University of Wisconsin Oshkosh is a regional public institution of higher education comprised of three campuses, and one of 11 comprehensive universities in the University of Wisconsin System. With campuses in Oshkosh, Fond du Lac and Menasha, UW Oshkosh serves more than 16,000 students and offers more than 110 certificate, associate, baccalaureate, master’s and doctorate degree programs in both traditional classroom and online settings. UW Oshkosh is a research-enhanced, comprehensive university that serves as the educational, cultural and economic engine for 1.2 million citizens in the region. Learn more about us: [Oshkosh campus](#), [Fond du Lac campus](#) and [Fox Cities campus](#).

2.2 Purpose:

The University of Wisconsin Oshkosh, hereinafter referred to as the “University”, through its **Office of Finance and Administration** -Purchasing Department, hereinafter referred to as “Purchasing”, is requesting bids for **Facilities Management and Dining Services**, for **Commercial Restaurant Equipment**.

2.3 Scope:

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

2.4 Definitions:

The following definitions are used throughout this document:

Agent means UW Oshkosh representative responsible for this Request for Bid. Full contact information can be found in **Section 3.1**.

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

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

Contractor means successful Bidder awarded the bid.

Department means UW Oshkosh **Facilities Management and Dining Services**.

DVB means Disabled Veteran-Owned Business.

MBE means Minority Business Enterprise.

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

Purchasing card means State credit card.

RFB means Request for Bid.

State means State of Wisconsin.

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

WBE means Woman-Owned Business Enterprise.

2.5 Incurring Costs:

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

2.6 Wisconsin eSupplier Portal Registration

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

Registration allows a vendor to:

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

2.7 Delivery Requirements:

2.7.1 All Equipment shall be delivered to:

Blackhawk Commons
725 Algoma Blvd
Oshkosh, WI 54901

Delivery shall be made five days per week, Monday through Friday, from 7:00 a.m. to 3:30 p.m. unless negotiated otherwise.

2.7.2 The UW Oshkosh Mailing Address is:

UW Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901

2.8 Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Oshkosh Parking Services located at 738 High Avenue, Oshkosh, WI 54901 (920) 424-4455. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed. A map of the University of Wisconsin Oshkosh campus can be accessed here: <http://www.uwosh.edu/map/> A map of the University of Wisconsin Fond du Lac campus can be accessed here: <https://uwosh.edu/uwfdl/about/overview/campus-map/>. A map of University of Wisconsin Fox Valley campus can be accessed here: <https://uwosh.edu/uwfox/wp-content/uploads/sites/104/2018/10/uwfoxmaps.pdf>

2.9 Promotional Materials/Endorsements:

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

2.10 Energy Star:

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

2.11 Supplier Diversity

2.11.1 Minority Business Enterprise Program (MBE)

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

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

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

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

2.11.2 Woman Owned Business Enterprise Program (WBE)

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

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

2.11.3 Disabled Veteran Owned Business Program (DVB)

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

2.11.4 Veteran-Owned Business Program (VB)

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037).

Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State Contracts.

2.12 Reasonable Accommodations:

University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If any alternate accommodations are needed, contact Susan Poff at (920) 420-2006.

SECTION #3: RFB PROCESS INSTRUCTIONS

3.1 Clarifications and/or Revisions through Designated Contact:

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

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

Susan Poff
UW Oshkosh Office of Finance and Administration - Purchasing
800 Algoma Blvd
Oshkosh, WI 54901
Phone: 920/424-2006
E-mail: poffs@uwosh.edu

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

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

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

3.2 Calendar of Events:

<u>Event</u>	<u>Date</u>
RFB Release Date	April 11, 2024
Written Questions due.....	April 17, 2024
RFBs DUE BY:.....	April 26, 2024 @ 2:00 PM CST/CDT
Award Notification:	April 2024
Contract start date:	April 2024

3.3 Late Responses:

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

3.4 Contract Term

This contract will be for a one-time equipment purchase and delivery. The initial term of this contract shall be date of award through warranty period.

3.5 Proprietary Information:

Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3832. Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the

extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0).

3.6 Method of Bid:

Bidder must submit a **net unit price** for each item and a total price by **lot** as designated. Prices listed should be in US dollars unless otherwise indicated.

3.7 Method of Award:

Award(s) shall be made on the basis of the lowest net line-item price(s) and/or the lowest net lot total(s) or the lowest net total, whichever is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

Supplier Diversity Preferences

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

3.8 Bid Review:

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

SECTION #4: BIDDER QUALIFICATIONS

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

4.1 Bidder Information:

Bidder must complete DOA-3832 to identify designated contact people, to provide information regarding the size of the bidder's company, and other information as requested. All sections of this form must be completed.

4.2 Bidder Experience:

Bidder company must be in the business of providing **commercial kitchen appliances and equipment** and must have done so for the past **five (5)** years.

4.3 Authorization:

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer with service and repair capabilities for the item(s).

4.4 Client List/References:

Bidder must indicate on DOA-3832 form with their bid a client list of THREE (3) firms to which similar services have been provided during the past three (3) years to a comparable sized institution or company. If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System or those references sought out independently of those submitted by bidder. The University reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.

4.5 Fair Price Analysis:

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

4.6 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

SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

5.1 Firm Prices:

5.1.1 Prices must remain firm for one year from the date of the signed contract. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

5.2 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 various locations. Bid prices must include all packing, freight, insurance charges and installation/operation manuals.

If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified on the Itemized Bid List. This 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.

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

5.3 Timeliness of Delivery:

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

Once awarded, failure to meet this delivery date may result in cancellation of order (award). The University reserves the right to contract with a second vendor/contractor to receive the items/services per delivery requests.

5.4 Additional Services:

Additional related services may be added to this Contract at the discretion of Purchasing. Prices shall be consistent with the Contract prices for like services currently included in the Contract. Contractor should promptly notify Purchasing of new or discontinued services.

5.5 Payment Terms

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

5.6 Invoicing Requirements:

Invoices for Purchase Orders:

5.6.1 Contractor must agree that all invoices shall reflect the discounts and net prices established for the services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each 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) identical to 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 University Accounts Payable, P.O.BOX 2884, Oshkosh, WI 54903-2884 unless the customer identifies and establishes a different bill-to location.

5.7 Training:

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

5.8 Insurance:

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

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

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

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

5.9 Travel Per Diems

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

5.10 Contract Termination

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

5.10.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30

calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to failure to provide any of the Terms, Conditions or Specifications.

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

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

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

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

5.11 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.

5.12 Entire Contract

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

- A. Contract Award Letter
- B. Original Request Bid Number **SP-24-102**, dated **April 11, 2024**, including amendments/ attachments
- C. Bidder response to RFB.
- D. Official Purchase Order (when applicable)

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

statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

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

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

SECTION #6 SPECIFICATIONS

SPECIFICATIONS OF ITEMS/SERVICES TO BE PROVIDED:

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

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

- 6.1** Specific manufacturer(s) and/or catalog/model/stock numbers are provided to establish the design, type of construction, quality, functional capability and performance level desired. Adequate detailed specifications of the items/services being offered or bid must be included with your bid. The bidder may offer alternate items/services believed to be an equal. Any alternate items/services bid must be clearly identified by manufacturer, catalog, model or stock number. Detailed specifications (including brochures, operating manuals, maintenance manuals or other written materials) of any alternate items/services offered must be included with your bid to establish equivalency. The University will be the sole judge of equivalent acceptability between Bidders responses.
- 6.2 General Requirements:**
- 6.2.1** All Equipment must be new, commercial grade appliances. No installation is required. All deliveries must be coordinated with University Dining - Brian Warzynski at 920-424-2392 or warzynskib@uwosh.edu.
- 6.2.2** All waste materials generated by the Contractor under this contract and the existing unit will be disposed of off-site by the Contractor at the Contractor's expense. Disposal of all materials must be in compliance with all Local, State, and Federal guidelines, regulations, and requirements. No materials are permitted to be disposed of in University's dumpsters.
- 6.2.3** Damage to existing facilities, caused by contractor, shall be the contractor's full responsibility to repair to original condition.
- 6.3 Warranty:**
- 6.3.1** 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.
- 6.4 Employee Identification:**
All Contractor's employees, while working on University property (as applicable), must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's cost. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.
- 6.5 Environmentally Responsible ("Green") Product:**
Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase "Green" products wherever feasible or possible based on individual project needs and funding available.

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 two (2) complete set(s) of your bid? (only one (1) copy required if faxing or e-mailing)	<input type="checkbox"/>	<input type="checkbox"/>
1.1 Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Which of your items meet the Energy Star requirements? _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Are you in the business of providing Commercial Kitchen Appliances and equipment and has your company or its principals done so for the past five (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 a client list?(DOA-3832)	<input type="checkbox"/>	<input type="checkbox"/>
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? _____ _____ _____		
4.7 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?	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Do you agree to the firm prices?	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Are you bidding all prices F.O.B. Destination, delivery charges and risk of loss borne by the Contractor? (Be sure to read Section 5.2 carefully)	<input type="checkbox"/>	<input type="checkbox"/>
Country of Origin _____ Shipping Point _____		
5.3 State delivery time for Lot 6: _____ days After Receipt of Order (ARO). State delivery time for Lot 7: _____ days After Receipt of Order (ARO).		

State delivery time for Lot 8: ____ days After Receipt of Order (ARO).

State delivery time for all other items: ____ days After Receipt of Order (ARO).

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

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: _____

6.2.1 Do you agree to minimum warranty as stated?

6.3 Is all the equipment new and commercial grade?

6.13 Will you agree to have all employees wear appropriate identification?

CONTRACTOR CONTRACT ADMINISTRATOR

A. Contractor

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

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

(Name)
(Company)
(Address)
(Address)

PHONE _____ -- FAX _____
EMAIL _____

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

Day- to-day operations will be handled by:

(Name)
(Company)
(Address)
(Address)

PHONE _____ -- FAX _____
EMAIL _____

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

In signing this RFB, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the University Purchasing Services RFB document on file shall be controlling. We certify that we have not, either directly or indirectly, entered into any Contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a RFB; that this RFB has been independently arrived at without collusion with any other Bid submitter, competitor or potential competitor; that this RFB has not been knowingly disclosed prior to the opening of RFBs to any other Bid submitter or competitor; that the stated statement is accurate under penalty of perjury.

Name and Title of Signing Officer (print)

Company Name and Address

Telephone

Fax Number

Tax I.D. Number

Signature

Date

**ATTACHMENT B: Construction Specifications –
Section 11 40 00 Foodservice Equipment - Separate PDF file**

ATTACHMENT C: Drawings – Separate PDF file

ATTACHMENT D: Itemized Bid Sheet – Separate spreadsheet file

ATTACHMENT E

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 (R1/2018)
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Standard Terms And Conditions (Request For Bids / Proposals)

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

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

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

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

A good faith dispute creates an exception to prompt payment.

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

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

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

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

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

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

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

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

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

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

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

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

- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.