



REQUEST FOR BID (RFB)
FOR
Student Health Center Lab Remodel

Issued By
UNIVERSITY OF WISCONSIN OSHKOSH

RFB NUMBER: SP-19-183

July 20, 2018

AGENT: Susan Poff (920) 424-2006

E MAIL: *poffs@uwosh.edu*

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

PLAN DUE DATE: August 6, 2018 @ 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)

We claim minority bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 7: Bidder Certifications

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. Yes No Unknown

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We certify that we are not currently engaged in a 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.

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:	



UNIVERSITY OF WISCONSIN OSHKOSH
REQUEST FOR BID # SP-19-183
STUDENT HEALTH CENTER LAB REMODEL

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SECTION #1: SUBMITTAL INSTRUCTIONS

BIDS MUST BE DELIVERED TO:

Campus Service Center, Facilities Management-Purchasing, 650 Witzel Ave, Oshkosh, WI 54902

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**. Bids must be received and date/time stamped prior to the stated bid due date and time.

E-MAILED RESPONSES WILL BE ACCEPTED.

If **e-mailing**, the University will accept completed bids [**e-mailed to: poffs@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 poffs@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 returned and must be received prior to the stated due date and time.

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. Request for Bid 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**)
4. Itemized Bid List (**Attachment C**)

SECTION #2: GENERAL INFORMATION

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

2.1 Background Information

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

2.2 Purpose:

The University of Wisconsin Oshkosh, hereinafter referred to as the “University”, through Facilities Management - Purchasing Department, herein after referred to as “Purchasing”, is requesting bids for our Planning and Construction Department for General Contractor services for Student Health Center lab remodel.

2.3 Scope:

The work consists of remodeling existing Laboratory 129 and Office 132 in Radford Hall for a new Student Health Center Laboratory and Day Room. The renovation includes demolition of existing walls, cabinets, flooring, and ceilings. New work includes new walls, cabinets, countertops, and all new room finishes. Plumbing work is minor – removal of one sink and removal/installation of one sink. Heating work is limited to removal and reinstallation of two thermostats. Electrical work involves maintaining existing light fixtures and reinstallation into new ceiling grid, additional power outlets in Lab, and relocation of existing light switches.

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.

Contractor means successful Bidder awarded the bid.

Department means UW Oshkosh **Planning and Construction**

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

RFB means Request for Bid.

State means State of Wisconsin.

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

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

Only Bidders registered with the State of Wisconsin’s eSupplier Portal (the State’s electronic purchasing information system) will receive future official notice for this service/commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Bidders may use the same internet address for inclusion on the Bidders list for goods and Services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000

or less. Bidders also may receive email notices of these simplified bid opportunities. Bidders may also visit VendorNet on the internet at <https://VendorNet.wi.gov> to get information on State purchasing practices and policies, goods and Services that the State buys, and tips on selling to the State.

2.7 Campus Delivery Requirements:

2.7.1 The UW Oshkosh Central Receiving Address is:

Central Receiving
645 Dempsey Trail
Oshkosh, WI 54902

2.7.2 Job site address is:

Radford Hall- Student Health Center #129 & 132
777 Algoma Blvd
Oshkosh, WI 54901

Any service involving delivery or pickup shall be made to or from University departments five days per week, Monday through Friday, from 7:00 a.m. to 3:30 p.m. unless negotiated otherwise.

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 Lower Level of Blackhawk Commons, 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 campus can be accessed here: <http://www.parking.uwosh.edu/maps/>

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 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) 424-2006.

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) questions to the Purchasing Office. If permitted, verbal questions must be directed to Purchasing.

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, Susan Poff at the address shown below of such error and request modification or clarification of the RFB document.

Susan Poff
UW Oshkosh Facilities Management-Purchasing
800 Algoma Blvd
Oshkosh, WI 54901
PHONE 920/424-2006
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>Events</u>	<u>Date</u>
RFB Release Date	July 20, 2018
Site Visit	July 26, 2018 at 10:00 AM
Written Questions due.....	July 31, 2018
RFBs DUE BY:.....	August 6, 2018 at 2:00PM
Contract start date:.....	August 13, 2018

3.3 Site Visit:

A site visit will be held at 10:00 AM on July 26, 2018 meeting in the main lobby just inside the Algoma Blvd main entrance. Bidders should visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. No additional charges shall be allowed by the Contractor for lack of information or misunderstanding information if the Bidder does not attend the site visit.

3.4 Late Responses:

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

3.5 Contract Term

The initial term of this contract shall be date of award through one year after date of award.

3.6 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).

3.7 Method of Bid:

Bidder must submit a net total cost for the entire lab remodel project as specified in specifications and drawings. Prices listed should be in US dollars unless otherwise indicated. The university may wish to contract out the installation of flooring & ceiling along with painting services.

3.8 Method of Award:

Award(s) shall be made on the basis of the lowest net total cost which is judged to be in the best interest of the University.

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 General Contracting and must have done so for the past five (5) years.

4.3 Client List/References:

Bidder must indicate on the 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.

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.
- 5.1.2 Price increase requests proposed due to unforeseen reasons or additional service after the initial contract term must be received by project manager in writing prior to the beginning of those services for acceptance or rejection. An acceptance of the price change will be in the form of an amendment to the contract.

5.2 On Site Service:

In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Bidders cost must include all transportation charges.

5.3 Requirements for Criminal Background Checks

Background Checks of Contracted Individuals

This contract is contingent upon, prior to the commencement of services, the independent Contractor passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services. This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

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

Background Checks of Contractors

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

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

5.4 Timeliness of Completion:

Completion of the remodel project is desired on or before the beginning of October. State on the Itemized Bid List when anticipated remodel project completion date. Timeliness of delivery may be used in evaluation for bid award.

5.5 Payment Terms

The University will pay the Contractor each phase in accordance with milestones and achievements and as accepted by the University.

Under no circumstances will the University pay more than 50% prior to acceptance of services completed.

5.6 Invoicing Requirements:

Invoices for Purchase Orders:

5.6.1 Contractor must agree that all invoices shall reflect the net cost established for the services on 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
- description of service
- prices per the Contract

At the discretion of Purchasing, invoices not reflecting the 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 22.0. A certificate of insurance must be provided upon award and provided on an annual basis throughout the term of the Contract. Additional insurance coverage may be required by the State of Wisconsin.

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.

5.9 Performance Meetings

The Account Representative and/or Contract Administrator must be available to meet as required with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement.

5.10 Subcontracting:

5.10.1 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by the project manager. Upon request Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

5.10.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.

5.10.3 Subcontractors must abide by all terms and conditions under this Contract.

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

5.11 Travel Per Diems

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

5.12 Contract Termination

5.12.1 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.

5.12.2 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.

5.12.3 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.

5.12.4 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.

5.12.5 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.

5.12.6 All notices of performance failure must be submitted in writing to Facilities Management Purchasing, Campus Service Center #101A, 650 Witzel Ave, Oshkosh, WI 54902. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

5.13 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 19-183**, dated **July 20, 2018** 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 GENERAL SPECIFICATIONS

6.1 General Requirements

- 6.1.1 Work is typically to be done during normal working hours (7:00AM CST – 4:30PM CST), but arrangements can be made to work later and/or on weekends.
- 6.1.2 The Contractor shall provide all necessary labor, materials, supplies, equipment, and safety devices need to complete work.
- 6.1.3 The Contractor must use new product recently purchased and with sufficient shelf life to perform this work. The University reserves the right to request invoicing, age verification of product, and contact with suppliers to ensure the products utilized were not expired or not recommended for use.
- 6.1.4 Damage to existing facilities, caused by contractor, shall be the contractor's full responsibility to repair to original condition.

6.2 Cleaning and Disposal of Waste Material

- 6.2.1 The Contractor shall clean up the job site at the end of each day and at work completion.
- 6.2.2 All waste materials generated by the Contractor performing work under this contract 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.
- 6.2.3 No materials are permitted to be disposed of in University's dumpsters.

6.3 Dust and Fumes Protection

- 6.3.1 The Contractor is responsible to take all reasonable precautions to prevent dust and fumes from entering other parts of the building including but not limited to sealing off intakes and doors. If the dust mitigates to adjacent areas or other parts of the building, the service provider is responsible for cleaning those affected areas.

6.4 Quality Assurance

- 6.4.1 Engage an experienced staff properly trained and with sufficient experience to insure that all services provided under this contract are expeditiously and safely completed.
- 6.4.2 The Contractor agrees that the University Facilities Management department shall have the sole authority to determine that the work is properly done and may direct the Contractor to redo any work, at the Contractor's expense, that is not to his satisfaction. The University may withhold partial or all payment until the work is completed to the satisfaction of the University Facilities Management department.
- 6.4.3 Any unforeseen issue must be reported to the University Facilities Management department immediately.

6.5 Field Measurements

- 6.5.1 It is the Contractor's responsibility to verify all measurements, equipment and quantities for this contract.

6.6 Safety

- 6.6.1 Safety of students, staff, public and visitors is paramount in executing this contract. This Contractor should never compete with any University activities to continue/complete his work. If necessary, this Contractor will return to occupied areas after normal working hours.
- 6.6.2 All work under this contract must follow ALL state and federal environmental rules and regulations.
- 6.6.3 The Contractor responsible for ensuring the areas is secured to prevent personnel from entering the work area.
- 6.6.4 All work must be done in strict accordance with the manufacturer's specifications following all applicable OSHA and other safety regulations.

6.7 Personnel, Employment Practices And Staffing

- 6.7.1 Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment,

compensation of payment of personnel.

6.7.2 All employees of the Contractor, while on the job site, shall maintain appropriate appearance. This shall include proper dress for the job (i.e. shirt and shoes to be worn at all times).

6.7.3 All employees of the Contractor shall maintain proper conduct in regard to personal actions and contact with students or staff members while on University property. This shall include limiting relations or interference with students or staff to circumstances required by the job. This shall also include no drug and/or alcohol use and no profane language. Any employee of the Contractor engaging in improper conduct will be required to be permanently removed from the job site.

6.7.4 The Contractor will not engage the services of any person or persons employed by the University, without the written consent of the employer of such person or persons and of the University.

6.8 Warranty:

Contractor must provide a minimum warranty of one year 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..

6.9 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.

6.10 Purchased Services – USA Requirement

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

6.11 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.

SECTION #7 TECHNICAL SPECIFICATIONS

7.1 Carpentry Work

7.1.1 Framing

7.1.1.1 Interior walls to be framed from floor to structure above with 3-5/8" 20 gauge steel studs at 12" on center. Install one layer of 5/8" gypsum board on each side finished to receive painted finish.

7.1.2 Millwork

7.1.2.1 Cabinet boxes, drawers, shelves, etc. shall have plastic laminate on all exposed surfaces. Color as shown on drawings.

7.1.2.2 Surfaces not exposed to view to be finished with white melamine.

7.1.2.3 Surfaces completely sealed against a wall can be unfinished.

7.1.2.4 Countertops to be plastic laminate in standard pattern and color to be selected by the University.

7.2 Thermal Protection

7.2.1 Provide full batt sound insulation in new full height walls. Do not provide insulation in partial height walls.

7.3 Doors, Frames, Hardware, Windows

7.3.1 Interior door to be 3'-0" wide by 7'-0" high, solid core wood to match existing in species and color.

7.3.2 Hollow metal frame to be fully welded, wrap around construction with profile to match existing. Paint campus standard frame color.

7.3.3 Hardware

7.3.3.1 1-1/2 pair standard duty, ball bearing hinges.

7.3.3.2 Mortise latchset to be campus standard by Sargent. Office function with lever handle. Keying to be on campus standard Sargent system and match building keyway. Provide lock cylinder with 3 blanks for keying by campus locksmith.

7.3.4 Window between rooms to be hollow metal, fully welded, wrap around construction to match doorframe. Paint to match existing frame color. Glazing to be 1/4" tempered clear glass.

7.4 Finishes

7.4.1 Floor in all work areas to match flooring removed: Mannington, BioSpec MD, Bright White. Seams shall be welded in strict accordance with manufacturer's requirements.

7.4.2 Provide vinyl base in all locations to match existing: Johnsonite traditional vinyl wall base, 6" high. Color: 44 Dark Brown.

7.4.3 Walls, soffits, and all other painted surfaces to receive two coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex eg-shel. Colors as shown on floor plan.

7.4.3.1 Base color throughout all new spaces with two walls in Day Room receiving accent color.

7.4.3.2 Base and accent color in Day Room

7.4.4 Ceilings: match existing ceiling grid and panels in place: Armstrong, Fine Fissured, 2'x2', tegular edge, white.

7.4.4.1 Lab: extend existing lay-in ceiling from corridor into full lab area.

7.4.4.2 Day Room: replace area of ceiling and grid removed for construction with new grid and ceiling panels to match existing.

7.5 Mechanical, Electrical, Plumbing

- 7.5.1 HVAC: Remove thermostats in each room prior to demolition. Replace thermostats in appropriate location after work is complete. Test systems for proper working condition.

- 7.5.2 Electrical outlets:
 - 7.5.2.1 Provide plugmold above backsplash at all counter surfaces.
 - 7.5.2.2 Provide two duplex outlets at donation chair location.

- 7.5.3 Lighting
 - 7.5.3.1 Existing light fixtures to be reused. Support them in place during ceiling replacement work. Replace them after new ceiling is in place.

- 7.5.4 Sinks
 - 7.5.4.1 West wall – remove sink and all piping back to nearest joint in basement. This sink is not being replaced.
 - 7.5.4.2 South wall – remove sink and cap piping at wall. Install new sink and faucet in this location during cabinet installation.

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.

CONTRACTOR CONTRACT ADMINISTRATOR

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

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

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

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

Day- to-day operations will be handled by:

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

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

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

Name and Title of Signing Officer (print)

Company Name and Address

Telephone

Fax Number

Tax I.D. Number

Signature

Date

ATTACHMENT B: SPECIFICATIONS

ITEM	DESCRIPTION	MEET SPECIFICATIONS	
		YES	NO
	Have you included TWO (2) complete sets (s) of your bid?		
1.1	Have you completed and returned all forms required?		
3.3	Did you attend the site visit?		
4.2	Has your company of providing general contracting service the past 5 years?		
4.3	Has your company provided general contracting services to comparable sized institution or company in the past 3 years?		
4.3	Have you provided a client list? (DOA Form 3832)		
5.4	Can you meet the desired completion date?		
5.4	Have you provided a timeline for the steps for the completion of the remodel project to meet desired completion date?		
5.6	Do you agree to the invoicing requirement?		
5.10	Do you agree to subcontracting terms and conditions?		
6.1.4	Do you understand if any damage to existing facilities, caused by contractor's employees or subcontractors is your responsibility to repair to original conditions?		
6.2 & 6.3	Do you understand the importance of cleaning and disposal of waste materials within the job site?		
6.9	Will you agree to have all employees wear appropriate identification when on campus?		
7.0	Do you agree to provide all technical specifications?		
Attachment D & E	Have you read and agree with the State of Wisconsin Terms and Conditions and Terms and Conditions for Services?		

ATTACHMENT C: ITEMIZED BID LIST

ITEM	DESCRIPTION	PRICE
1.	Remodeling of existing lab and office space in the Student Health Center, which includes the demolition of existing walls, cabinets, flooring and ceilings along with constructing new walls, cabinets, countertops. Plumbing work of removing two sinks and installing one sink. Electrical work of maintaining existing light fixtures and reinstalling into new ceiling grid and additional power outlets in lab and relocation of existing light switches.	\$ _____
2.	Provide and install flooring & vinyl base along with provide and install ceiling grind & panels as defined in the specifications within bid document.	\$ _____
3.	Provide painting services to walls, soffits, and all other painted surfaces as defined in the specifications within bid document.	\$ _____
	Total	\$ _____

ATTACHMENT D

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.

ATTACHMENT E

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



State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
FAX (608) 267-0600
<http://vendornet.state.wi.us>

Supplemental Standard Terms and Conditions for Procurements for Services

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

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

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

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

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

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

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