



REQUEST FOR BID (RFB)

FOR

Dismantling & Installing Air-Supported Structure

Issued By

UNIVERSITY OF WISCONSIN OSHKOSH

RFB NUMBER: SP-20-38

February 7, 2020

AGENT: Susan Poff (920) 424-2006

E MAIL: *poffs@uwosh.edu*

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

PLAN DUE DATE: March 4, 2020 @ 2:00 P.M. CDT

THERE WILL BE NO PUBLIC OPENING

LATE PLANS WILL BE REJECTED

FACILITIES MANAGEMENT - PURCHASING

UNIVERSITY OF WISCONSIN-OSHKOSH • 650 Witzel Ave • Oshkosh, WI 54902
Phone 920-424-2006



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-20-38
Dismantling & Installing Air-Supported Structure

TABLE OF CONTENTS

	PAGE
SECTION #1: SUBMITTAL INSTRUCTIONS.....	1-3
SECTION #2: GENERAL INFORMATION	4-6
2.1 Background Information	4
2.2 Purpose	4
2.3 Scope	4
2.4 Definitions.....	4
2.5 Incurring Costs	4
2.6 Wisconsin eSupplier Portal Registration	4-5
2.7 Campus Delivery Requirements.....	5
2.8 Parking	5
2.9 Promotional Materials/Endorsements	5
2.10 Energy Star.....	5
2.11 Supplier Diversity.....	5-6
2.12 Reasonable Accommodations.....	6
SECTION #3: RFB PROCESS INSTRUCTIONS	7-9
3.1 Clarifications and/or Revisions through Designated Contact.....	7
3.2 Calendar of Events	7
3.3 Site Visit	7
3.4 Late Responses.....	7
3.5 Contract Term.....	7
3.6 Proprietary Information.....	8
3.7 Appeals Process.....	8
3.8 Method of Bid	8
3.9 Method of Award	8
3.10 Bid Review.....	8-9
3.11 Notification of Award	9
SECTION #4: BIDDER QUALIFICATIONS	10
4.1 Bidder Information	10
4.2 Bidder Experience	10
4.3 Client List/References	10
4.4 Minimum Order.....	10
4.5 Debarment.....	10
SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS.....	11-14
5.1 Firm Prices	11
5.2 On Site Service.....	11
5.3 Requirements for Criminal Background Checks	11
5.4 Timeliness of Completion	12

5.5	Acceptance & Testing	12
5.6	Additional Services	12
5.7	Payment Terms	12
5.8	Invoicing Requirements.....	12
5.9	Training.....	12
5.10	Insurance.....	13
5.11	Pre-installation and Performance Meetings	13
5.12	Subcontracting.....	13
5.13	Travel per Diems	13
5.14	Activity Reports.....	13
5.15	Contract Termination.....	13-14
5.16	Record and Audit.....	14
5.17	Entire Contract.....	14

SECTION #6: SPECIFICATIONS15-16

6.1	General Specifications	15
6.2	Cleaning and Disposal of Waste Material	15
6.3	Quality Assurance	15
6.4	Field Measurements.....	16
6.5	Safety	16
6.6	Personal, Employment Practices and Staffing	16
6.7	Employee Identification	16
6.8	Purchased Service – USA Requirement	16
6.9	Environmentally Friendly (“Green”) Product.....	16

ATTACHMENTS17-69

ATTACHMENT A	BIDDER RESPONSE SHEET	17-18
ATTACHMENT B	SPECIFICATIONS	19-25
ATTACHMENT C	ITEMIZED BID LIST	26
ATTACHMENT D	STANDARD TERMS AND CONDITIONS.....	27-30
ATTACHMENT E	SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR SERVICES.....	31-32
ATTACHMENT F	FIRE ALARM & DOOR NUMBERING.....	33
ATTACHMENT G	DRAWING - 1	34
ATTACHMENT H	DRAWING - 2	35
ATTACHMENT I	ARIZON STRUCTURES MANUAL FOR AIR-SUPPORTED STRUCTURES	36-69

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:

Three (3) 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 NOT BE ACCEPTED.

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 20-38	
DUE DATE: March 4, 2020	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 20-38	
DUE DATE: March 4, 2019	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. 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, F, G, H & I**)
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 its Administrative Services-Purchasing Department, hereinafter referred to as “Purchasing”, is requesting bids for Intramural Recreation Department and Facilities Management for providing all labor & equipment to dismantle and storage of our Arizon Structure WorldWide Air-supported structure and appendages in the spring and subsequently in the fall inflate / installation of Air-Supported Structure with tunnel, lights and fire alarm system.

2.3 Scope:

See Specifications (Section 6 and Attachment B), Itemized Bid List (Attachment C), Drawings (Attachment F, G, and H) and Arizon Structures Manual for Air-Supported Structures (Attachment I) for the minimum acceptable specifications for 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 Intramural Recreation Department

DVB means Disabled Veteran-Owned Business

General Contractor means successful Bidder awarded the bid

MBE means Minority Business Enterprise.

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.

Purchasing card means State credit card.

RFB means Request for Bid.

State means State of Wisconsin.

University UW Oshkosh and UW Oshkosh 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

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

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.

2.7.2 The UW Oshkosh Mailing Address is:
UW Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901

2.7.3 The job site address:
UW Oshkosh
Rec Plex
140 Osceola St.
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 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.uwosh.edu/map/>

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 (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 (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.

2.12 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) 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 questions to Susan Poff (poffs@uwosh.edu) in the Facilities Management Purchasing Office.

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 Facilities Management 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	February 7, 2020
Site Visit	February 21, 2020 @ 10:00AM
Written Questions due.....	February 24, 2020
RFBs DUE BY:.....	March 4, 2020 @ 2:00 PM CST/CDT
Award Notification (Intent to Award) :	March 2020 (estimated)
Contract start date:.....	March 2020 (estimated)

3.3 Site Visit:

A site visit will be held at 10:00 AM on February 21, 2020. All bidders report just inside the main entrance of Rec Plex. 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, and to examine the facility to learn of all existing conditions, access and limitations 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. This contract will be automatically renewed for two (2) additional one-year terms, unless Purchasing is notified, in writing, by the Contractor on or before first of June prior to expiration of the initial and/or succeeding Contract term(s), or purchasing notifies the Contractor, in writing, thirty (30) calendar days prior to expiration of the initial and/or succeeding Contract term(s).

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 Appeals Process:

Any protest of the University's solicitation or intent to award must be based on an alleged violation of the Wisconsin State Statute or a provision of a Wisconsin Administrative Code.

No later than five working days after the date of solicitation or the notice of intent to award is issued by the University, written notice of intent to protest must be received by:

Administrative Services
Attn: Vice Chancellor of Administrative Service
The University of Wisconsin Oshkosh
236 Dempsey Hall
800 Algoma Blvd
Oshkosh, Wisconsin 54901

with a copy to:
Facilities Management
Attn: Susan Poff
The University of Wisconsin Oshkosh
650 Witzel Ave
Oshkosh, Wisconsin 54902

The complete protest must be received by the Vice Chancellor and the Purchasing Agent no later than ten working days after the date of solicitation or the intent to award is issued. The protest must be in writing. Protesters must make their protests as specific as possible and must specifically identify the Wisconsin State Statute and/or State of Wisconsin Administrative Code provision(s) allegedly violated.

The decision of the University regarding the protest may be appealed to the Secretary of the Department of Administration within five working days after denial by the University, with a copy of such appeal filed with the University.

3.8 Method of Bid:

Bidder must submit a **net unit price** for **each service as specified and a grand total**. Prices listed should be in US dollars unless otherwise indicated.

3.9 Method of Award:

Award(s) shall be made on the basis of the lowest **grand total** which 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.

3.10 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.

3.11 Notification of Award

All bidders who respond to this RFB will be notified in writing of the University's award of contract(s) as a result of this RFB. After notification by Purchasing of the intent to award, file copies of bids will be available for public inspection. Bidders must schedule document inspection with the Contract Administrator responsible for managing this RFB.

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 Services or Dome Installations & Dismantles and must have done so for the past five (5) years.

4.3 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.

4.4 Minimum Order:

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

4.5 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.
- 5.1.2 Price increase requests proposed after the initial Contract term must be received by Purchasing in writing prior to the first of June for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. An acceptance of the price list change will be in the form of an amendment to the contract.
- 5.1.3 Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.

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:

Dismantling will begin after Memorial Day. Inflation is desired on or before the middle of November. State on the Itemized Bid List when anticipated installation start and completion date. Timeliness of start and completion dates may be used in evaluation for bid award.

5.5 Acceptance and Testing (Post Award)

Acceptance testing will occur within **5** days after the item/service has been installed or dismantled. Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements.

If the item/service does not meet specification or performance requirements, the Contractor will have 5 days to meet requirements. If after this time period the item/service still does not meet specifications or performance requirements, the Contractor agrees to remove the item and return any payments that may have been made.

Susan Poff, or his/her designee, is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.

5.6 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.

5.7 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.

5.8 Invoicing Requirements:

Invoices for Purchase Orders:

5.8.1 Contractor must agree that all invoices shall reflect the net cost established for the services on this contract.

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
- description of service
- 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.

5.9 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.

5.10 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. 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.

5.11 Pre-installation and Performance Meetings

Contractor must attend pre-installation site meetings throughout the project as required. 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.

5.12 Subcontracting:

5.12.1 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 Purchasing. Upon request Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

5.12.2 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.

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

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

5.13 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.

5.14 Activity Reports:

Contractor must be able to report on an annual basis all items/services purchased against this contract during the designated report period, including but not limited to:

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

5.15 Contract Termination

5.15.1 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.

5.15.2 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.

- 5.15.3 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.
- 5.15.4 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 23.0, the University has the right to cancel and terminate the Contract without notice.
- 5.15.5 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.
- 5.15.6 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.

5.16 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.

5.17 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-20-38**, dated **February 7, 2020**, 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), Itemized Bid List (Attachment C), Drawings (Attachment F, G, and H) and Arizon Structures Manual for Air-Supported Structures (Attachment I) 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 General Specifications:

6.1.1 The Bidder's response must be clearly identified by manufacturer and catalog/model/stock number and/or appropriate identification. Adequate detailed specifications of the items/services being offered or bid must be included with your bid to insure that the items/services being bid can be compared to determine if the items/services meet all specifications.

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

6.1.2 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.

6.1.3 The Contractor shall provide all necessary labor, tools, supplies, equipment, lifts, safety devices and permits as required to perform the install / inflation of the University's air-supported structure along with the dismantle / deflation as needed to complete as specified.

6.1.4 Must hold the appropriate licenses, certifications, and/or other professional credentials required by federal, state, and local laws to perform these services.

6.1.5 Must comply with all federal, state and municipal laws and ordinances. The contractor is solely responsible to prepare all documents, give all notices, obtain all permits, obtain all certificates and approval of work, and all other related costs to complete the service at no additional cost to the university.

6.1.6 Damage to existing facilities, caused by contractor, shall be the contractor's full responsibility to repair to original condition.

6.1.7 Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

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 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.

6.2.3 No materials are permitted to be disposed of in University's dumpsters.

6.3 Quality Assurance:

6.3.1 Engage an experienced staff properly trained and with sufficient experience to insure that all services provided under this contract are expeditiously and safely completed.

6.3.2 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.

6.3.3 Any unforeseen issue must be reported to the University Facilities Management department immediately.

6.4 Field Measurements:

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

6.5 Safety:

6.5.1 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.

6.5.2 All work under this contract must follow ALL state and federal environmental rules and regulations.

6.5.3 The Contractor responsible for ensuring the areas is secured to prevent personnel from entering the work area.

6.5.4 All work must be done in strict accordance with the manufacturer's specifications following all applicable OSHA and other safety regulations.

6.6 Personnel, Employment Practices And Staffing:

6.6.1 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 or payment of personnel.

6.6.2 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).

6.6.3 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.

6.6.4 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.

6.7 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.

6.8 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.

6.9 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 three (3) complete set(s) of your bid?	<input type="checkbox"/>	<input type="checkbox"/>
1.1	Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Have you made the required Site Visit?	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Are you in the business of providing General Contracting Services or installing and dismantling domes and has your company or its principals done so for the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Have you provided a client list?(DOA-3832)	<input type="checkbox"/>	<input type="checkbox"/>
4.5	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"/>
5.1	Do you agree to the firm prices?	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Are you bidding all prices On Site Service? (Be sure to read Section 5.2 carefully)	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Do you agree with the requirements for criminal background checks?	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Did you provide the anticipated start and completion dates for installation / inflation?	<input type="checkbox"/>	<input type="checkbox"/>
5.10	Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.13 and will you add the following language to the insurance certificate?: "The Board of Regents of the University of Wisconsin System, its officers, employees and agents" are added as an 'additional insured' under the commercial general, automobile and Contractor's liability policies on any insurance certificate provided.	<input type="checkbox"/>	<input type="checkbox"/>
5.12	Do you agree to subcontracting terms and conditions?	<input type="checkbox"/>	<input type="checkbox"/>
6.1.6	Do you understand if any damage to existing facilities, caused by contractor's employees or subcontractors is your responsibility to repair to original conditions?	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Do you understand the importance of cleaning and disposal of waste materials within the job site?	<input type="checkbox"/>	<input type="checkbox"/>
6.0	Are you bidding services as Specifications (Section 6 and Attachment B), Itemized Bid List (Attachment C), Drawings (Attachment F, G, and H) and Arizon Structures Manual for Air-Supported Structures (Attachment I)?	<input type="checkbox"/>	<input type="checkbox"/>
	If "NO", include information on alternates as required in Section 6.1 with your bid response.		
6.7	Will you agree to have all employees wear appropriate identification?	<input type="checkbox"/>	<input type="checkbox"/>

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

SPECIFICATIONS OF SERVICES TO BE PROVIDED:

See Specifications (Section 6 and Attachment B), Itemized Bid List (Attachment C), Drawings (Attachment F, G, and H) and Arizon Structures Manual for Air-Supported Structures (Attachment I). UWO Specifications may not be revised without an official written amendment issued by Purchasing.

Dome Facts

In mid-November of 2018 University of Wisconsin – Oshkosh opened the Seasonal Air Supported Structure at Intramural Recreation Fields Complex. The intent of the dome structure is to provide practice space for the University club sports and recreational sport programs including football, lacrosse, soccer, and softball programs. In addition, women’s NNCA competition soccer will utilize the field. In addition, the facility will be utilized by outside parties under rental contracts during evening and specific weekend hours.

The domes occupancy timeframe is limited to 180 consecutive days per the State of Wisconsin Commercial building code. The dome is made up of six (6) sections which are bolted together with aluminum plates and an additional section that covers the tunnel frame that is connected to the six-section main dome with aluminum plates. It is held to the concrete grade beam via 2x4’s in the fabric channel and by vinyl coated cables. The dome’s fabric is made of high strength polyester fabric coated with polyvinyl chloride on both sides meeting the NFPA section 701 requirements.

Facility Facts

Architect:	Rettler Corporation, Stevens Point, Wisconsin
Contractor:	Miron Construction, Neenah, Wisconsin
Dome Provider:	Arizon Structures WorldWide, LLC, Maryland Heights, MO
Air Handlers:	Marcraft Custom Air Handling Systems provided by Arizon Structures WorldWide, Inc.
Metasys:	Johnson Controls
Fire Alarm/Strobes/Horns:	Simplex

Dome Information

Pre-Deflation Information

- Finalize schedule with UWO Intramural, UWO Facilities Management, Arizon Representative, and General Contractor's partners (Electrical Contractor, Johnson Controls, Simplex, etc.)
- UWO Intramurals to remove all interior equipment - goals, balls, equipment, and waste/recycling containers.
- UWO Intramurals to clear vehicle air lock for equipment access
- General Contractor must coordinate delivery of equipment to site including (1) VR Forklift, (2) Scissor lift, and (1) boom lift.
- General contractor must locate storage pallets, tarps and straps, storage containers and plywood protection sheets

Coordinate Consultants

General Contractor must provide general construction services and oversight with the assistance of, Electrical Contractor, Johnson Controls, Simplex, UW Oshkosh Facilities Management staff, and others for the deflation and storage process. General Contractor may consult with Arizon Structures WorldWide Field Technician to ensure accurate install and dismantle processes. General Contractor provides the general coordination of the labor for the deflation and storage of the dome.

Request Staffing

General Contractor must provide able-bodied, but not necessarily skilled, help for several phases of the deflation and storage of the air structure. Have more people available. Use mature adult help who will respond quickly to directions to ensure a smooth and successful operation.

Deflation Information

Work Outline (WEATHER DEPENDENT!)

GENERAL CONTRACTOR PREP

- Confirm UWO has removed goals and miscellaneous equipment from under dome.
- Locate storage materials (boxes, crates, palettes, plywood, etc.)
- Locate threaded inserts to be installed in grade beam and concrete structure once air supported structure is deflated and removed.
- Uninstall emergency exit signs and exterior exit lighting. Be sure that all units, parts & pieces are clearly labelled for re-installation in fall.

DAY 1 AND 2

- Open all quasi boxes
- Remove lights and netting - place into storage boxes.
- Remove fire alarm systems including strobes, horns and fire extinguishers
- Transport and store all lights, fire alarm system including fire extinguishers, netting, etc. onto storage shelves in vehicle access bay.
- Re-install all quasi box covers after ensuring installation of water tight ends on electrical connections.

- Disengage Metasys for dome. Physical structure connections to remain active.
- Turn-off Simplex alarms and reset system to physical structure only.
- Open the storm water valve for the field to allow for the field to drain.
- Deflate the dome taking extra care to not damage the weather station equipment located at the air handling units.
- Disconnect emergency exit doors from dome fabric.
- Disconnect tunnel fabric from dome fabric.
- Disconnect tunnel fabric from concrete structure and physical building connection plate. Lower fabric to ground.
- Disconnect dome fabric from air handling units, once again be careful not to damage weather detection equipment.
- Remove mechanical plates, and cables from fabric.
- Place mechanical plates into storage containers
- Place cables into storage containers
- Remove and set aside for re-installation all 2x4s from channel.

DAY 6/7

- Adjust and apply oil to the fire exit door spring hinges
- Fold and roll dome sections. Be sure fabric is dry before folding and rolling. Place on pallets for storage. Transport pallets to mechanical area.
- Remove doors, stack on pallets and transport to mechanical equipment area.
- Wrap each pallet of materials with tarps. Secure tarps with straps in such a manner that no water will be collected within the tarps AND no animals can access within and under the pallets while stored.
- Install threaded plugs into all threaded connections in grade beam and concrete structure. Make sure no plugs project above the surface to cause a tripping hazard.

DAY 8

- Clean-up site
- Install mechanical unit fencing

Pre-Inflation Information

Request Systems Prep

- Visit UW Oshkosh Storage location to assess dome materials
- Request any turf repairs to occur prior to start of fall semester
- Request mechanical unit prep (new filters) and maintenance to occur prior to inflation
- Request Emergency Generator prep and testing to occur prior to inflation
- Confirm location of dome light fixtures, exit lights, security cameras, fire alarm system components prior to start-up

Request Permits

Permit is required each fall for the installation of the Seasonal Air Supported Structure (ie dome) from the State of Wisconsin from the Department of Safety and Professional Services (DSPS). The electrical contractor will responsible to submit proper applications for permitting. Final inspections for occupancy will need to be coordinated with the State's electrical inspector and the City of Oshkosh Fire Department.

Coordinate Consultants

General Contractor must provide general construction services and oversight with the assistance of Electrical Contractor, Johnson Controls, Simplex, UW Oshkosh Facilities Management staff, and others for the inflation and deflation process. General Contractor provides the general coordination of the labor for the inflation and deflation of the dome. General Contractor may consult with Arizon Structures WorldWide Field Technician to ensure accurate install and dismantle processes.

Request Staffing

General Contractor must provide able-bodied, but not necessarily skilled, help for several phases of the installation of the air structure. Have more people available. Use mature adult help who will respond quickly to directions to ensure a smooth and successful operation.

Installation Information

Work Outline (WEATHER DEPENDENT!)

UW-Oshkosh PREP

- Remove netting, goals, equipment and waste/recycling containers from the field and place in temporary location
- Address any netting conflicts at East/West ends of field
- Prep mechanical units – new filters, maintenance, etc
- Verify emergency generator has been tested
- Close storm water valve in south west corner of artificial turf field so air pressure doesn't leak through storm drain system.

General Contractor PREP

- Refer to Arizon Structures Manual for Air-Supported Structures (Attachment I) for required and recommended tools (page 6 and 7).
- Have the following equipment on site: (1) VR Forklift, (2) Scissor lift, and (1) boom lift.

DAY 1/2

- Remove mechanical unit fencing on south and east sides. Fencing mesh to be rolled and secured to vertical posts near air handling units and southwest corner of physical structure. Stack horizontal poles near west side of physical structure for re-installation upon dome deflation.
- Verify electrical connections are in place and active for air handling units and emergency generator. Check fan rotation to ensure proper electrical connection.
- Verify fuel connection is in place and fuel line valves are open to allow flow of fuel.
- Locate plywood material to use for artificial turf fields protection from large equipment. Acquire additional if necessary.
- Deliver to site large equipment noted under general contractor prep above.
- Mark anchor lines around site perimeter.
- Remove all threaded inserts for door and cable connections in grade beam and concrete structure. Place all inserts removed in storage bin for reinstallation after deflation in spring. Transport storage bin to designated location within vehicle air lock for storage.
- Remove and set aside treated 2x4s from channel. Clean out empty fabric channel and 2x4 channel.
- Close storm water valve in quasi box located in southwest corner of artificial turf fields so air pressure doesn't leak thru storm drain system while dome is inflated and under pressure.
- Locate emergency exit doors and place in position around perimeter of fields. Doors are labelled with numbers for ordered placement (refer to drawing no AA1.01).
- Bolt down door units with removable studs.
- Cover site with builder's weight reinforced polyethylene sheeting to prevent abrasion or soiling of fabric.
- Locate all skids of fabric bundles. Orient them around perimeter correctly for roll out plan. Follow procedures as outlined in Arizon's Manual (Attachment I pages 19-20).
- Spread 1-2 sections of fabric material.
- Apply fabric clamps at section overlaps as directed in Arizon's Manual (Attachment I - page 20).
- Install fabric in channels with 2x4s.

DAY 3/4/5

- Spread remaining fabric material
- Assemble fabric and place 2x4's into insert channel
- Attach fabric to attachment plates on air handling equipment being cautious of weather detection equipment.

- Attach fabric to building attachment plate and spread fabric over tunnel connection.
- Attach tunnel fabric using metal connection plates and threaded bolts to concrete structure.
- Loop cables into fabric (refer to Arizon's Manual Attachment I - Page 20).
- Inflate the structure to allow access for lights, netting and fire alarm system installation.
- Attach tunnel fabric to dome fabric using connection plates and straps.

DAY 6/7/8

- Open quasi box covers in turf for watertight electrical connections.
- Locate and distribute Interior lights.
- Locate and distribute Netting/Dividers.
- Verify Metasys connection and alarming
- Install all interior lights and netting
- Inflate dome fully.
- Install fire alarm system including horns, strobes and fire extinguishers.
- Adjust and apply oil to the fire exit door spring hinges
- Engage Metasys connection.
- Engage fire alarm system.
- Adjust exterior cables as necessary.

COORDINATE INSPECTIONS

- On-Site representation from UWO-FM, Electrical Contractor, Simplex
 - Power Outage Test
 - Fire Exit Door test

DAY 9

- Stack pallets and plywood along north perimeter site fence near west side of the physical structure for use in deflation process.
- Fold up tarps and straps. Transport and store on designated shelves within vehicle access bay.
- Clean-up site (interior and exterior of dome)
- Return equipment brought to site.
- Occupancy Approval
- Electrical Inspection
- UWO Intramurals to clean field
- UWO Intramurals to bring in goals and miscellaneous equipment

POST-INFLATION

UWO Facilities, JCI, and Trane on-site testing of sensors and Metasys/Simplex Alarm

GENERAL INFORMATION

Repairs

Repairs for the dome and its systems should be submitted through the UWO-FM Work Order website (<http://workrequest.mu.edu/home.html>) or be called in to UW Facilities Management: (920)-424-3466. Arizon suggests that the dome be inspected at the beginning and end of every day to identify any required repairs and/or snow removal.

Arizon recommends having extra fabric on hand with a heat sealer to make small fabric tear repairs. Larger fabric tears need to be repaired by Arizon with a high radio frequency dielectric welding to bond the fabric.

HVAC System

The dome has (2) mechanical units that provide support to the structure. The two units are similar in size and air production. The units are connected to a natural gas-fired emergency generator in case power loss occurs at RecPlex Fields. One unit can provide adequate support for the dome to keep it fully functioning. The emergency generator should be tested every (2) weeks.

If there is total power failure and the emergency generator does not start Unit A, the dome should be evacuated and all doors and mechanical ducts should be covered to prevent air loss. Additionally, any goals and equipment should be moved to the center of the field and all sharp edges should be covered to prevent tearing.

The mechanical units are monitored through our Johnson Controls Metasys system. This system will alarm if the required air pressure is too low/high. In addition, the system will alarm if the discharge air temperature is lower than 45 degrees for (10) minutes or is higher than 110 degrees.

Pressure for the dome is maintained by an anemometer (wind) sensor. A snow/rain sensor is also provided to ramp up the pressure and increase the heat within the dome to help shed any snow build-up. Each mechanical unit has its own sensor.

When a wind or snow event is forecasted, the domes pressure can be preset to higher level to minimize cycling up/down of the mechanical units. After an event, the metasystem system will need to be manually reset to standard operating pressures.

Snow Removal

It is important that snow is cleared from the top and perimeter of the dome. If the snow is not removed, it may melt due to the heat from the dome and turn into a sheet of ice that can damage the dome fabric and cables.

Snow must be removed from each emergency door to the exit gates in the perimeter fence. Limited amounts of salt can be utilized to minimize any slip/falls due to ice or snow. However, the amount of salt has to be monitored closely to ensure we minimize any salt that ends up on the turf.

Finally, metal edged shovels cannot be utilized for snow removal due to the damage that could occur to the dome fabric.

As a snow event approaches, the mechanical systems can be preset to raise the dome pressure and temperature. This helps the dome to shed snow from the top.

ATTACHMENT C: ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFB.

DESCRIPTION	PRICE
Furnish all necessary labor, tools, supplies, equipment, lifts, safety devices and permits as required to perform the installation / inflation of the University's air-supported structure in the Fall	\$ _____
Furnish all necessary labor, tools, supplies, equipment, lifts, safety devices and permits as required to perform the dismantle / deflation of the University's air-supported structure in the Spring	\$ _____
Grand Total	\$ _____
Alternate Deductions for Dismantle – If the step below was removed from the dismantle process and the tunnel fabric would remain in place year round. <ul style="list-style-type: none"> • <i>Disconnect tunnel fabric from concrete structure and physical building connection plate. Lower fabric to ground.</i> 	(\$ _____)
Alternate Deductions for Installation – If the steps below were removed from the install process due to the tunnel fabric already in place. <ul style="list-style-type: none"> • <i>Attach fabric to building attachment plate and spread fabric over tunnel connection.</i> • <i>Attach tunnel fabric using metal connection plates and threaded bolts to concrete structure.</i> 	(\$ _____)

Indicate the anticipated start date of dismantle / deflation of the air-supported structure.

Indicate the anticipated completion date of dismantle / deflation of the air-supported structure.

Indicate the anticipated start date of installation / inflation of the air-supported structure.

Indicate the anticipated completion date of installation / inflation of the air-supported structure.

ATTACHMENT D

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 (R1/2018)
Page 1 of 4

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://vendomet.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.