

University of Wisconsin Colleges and Extension

REQUEST FOR BID

AGENT: Luke Maroney

Questions regarding this bid – see Section 3.1

THIS IS NOT AN ORDER

For Submittal of Bid Instructions – see Section 1

OFFICIAL SEALED BID

CONTRACT NUMBER: CX 18-7149

ISSUE DATE: November 22, 2017

DUE DATE: December 19, 2017 2:00 PM CST

Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the UW Colleges and Extension Purchasing Services.

Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible.

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

The bid abstract will be on file and is open to public inspection only after award determination has been made.

TITLE/DESCRIPTION OF BID Digital Meeting Room Signage for Pyle and Lowell Centers
--

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW Colleges and Extension Purchasing Services bid document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid.

By submitting a bid, the bidder certifies that no relationship exists between the bidder and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such bidder and another person or firm that constitutes a Conflict of Interest. Further, bidder certifies that no employee of the University whose duties relate to this request for bid assisted the bidder in preparing the bid in any way other than in his or her official capacity and scope of employment.

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

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

Table of Contents

SECTION #1: SUBMITTAL INSTRUCTIONS.....	3
SECTION #2: GENERAL INFORMATION.....	5
2.1 Purpose:.....	5
2.2 Definitions:.....	5
2.3 eSupplier Registration:.....	5
2.4 Orders:.....	6
2.5 Electronic Commerce/Online Ordering:.....	6
2.6 Campus Delivery Requirements:.....	6
2.7 Parking:.....	6
2.8 Promotional Materials/Endorsements:.....	6
2.9 Energy Star:.....	6
2.10 Supplier Diversity:.....	6
SECTION #3: RFB PROCESS INSTRUCTIONS.....	8
3.1 Clarifications and/or Revisions through Designated Contact:.....	8
3.2 Applicable Dates:.....	8
3.3 Term of Contract:.....	8
3.4 Site Visit:.....	8
3.5 Oral Presentations, Product Demonstrations and Site Visits (Pre Award):.....	8
3.6 Proprietary Information:.....	9
3.7 Reasonable Accommodations:.....	9
3.8 Method of Bid:.....	9
3.9 Method of Award:.....	9
SECTION #4: BIDDER QUALIFICATIONS.....	10
4.1 Bidder Information.....	10
4.2 Bidder Experience.....	10
4.3 Authorization.....	10
4.4 Client List/ References.....	10
4.5 Fair Price Analysis.....	10
4.6 Debarment.....	10
SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS.....	11
5.1 Firm Prices:.....	11
5.2 F.O.B.:.....	11
5.3 Requirements for Criminal Background Checks:.....	11
5.4 Timeliness of Delivery/Installation/Training.....	11
5.5 Acceptance and Testing (Post Award):.....	11
5.6 Invoicing Requirements:.....	12
5.7 Payment Terms:.....	12
5.8 Additional Items/Services:.....	12
5.9 Training.....	13
5.10 Insurance.....	13
5.11 Performance Meetings:.....	13
5.12 Subcontracting.....	13
5.13 Employee Identification:.....	13
5.14 University Work Rules:.....	13
5.15 Contract Termination:.....	13
5.16 Other Eligible Purchasers:.....	14
5.17 Record and Audit:.....	14
5.18 Entire Contract:.....	14
SECTION #6: SPECIFICATIONS.....	15
6.1 Bid Response:.....	15
6.2 Maintenance and Repair.....	15
6.3 Technical Requirements:.....	15
6.4 Installation Requirements.....	16
6.5 Training Requirements:.....	16
6.6 Warranty and Support.....	16
6.7 Software Maintenance and Support.....	17
ATTACHMENT A: BIDDER RESPONSE SHEET.....	18
ATTACHMENT B: PRICE SHEET.....	20
ATTACHMENT C: VENDOR INFORMATION FORM.....	21
ATTACHMENT D: CLIENT REFERENCE LIST.....	23
ATTACHMENT E: STANDARD TERMS AND CONDITIONS.....	24

SECTION #1: SUBMITTAL INSTRUCTIONS

BIDS MUST BE DELIVERED TO:

Purchasing Services, 432 N. Lake St. Rm. 101, Madison, WI 53706-1498

NUMBER OF COPIES TO BE SUBMITTED:

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

RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES

If hand delivering to Purchasing Services, Bids may be dropped off at Purchasing Services, 432 N. Lake St. Rm. 101, Madison, WI 53706-1498, between the hours of 8:00 AM and 4:00 PM **prior** to the due date and time.

If e-mailing, the University will accept completed bids **e-mailed to uwcxpurchasing@uwex.uwc.edu** if they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date.

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

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

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 mail or in person, please fill out the information and tape to the outside of your bid package.

OFFICIAL SEALED BID	
NUMBER: CX18-7149	
DUE DATE: December 19, 2017	TIME: 2:00 PM CST/CDT
SHIP FROM:	
VENDOR NAME HERE: _____	
ADDRESS: _____	

SHIP TO:	
UNIVERSITY OF WISCONSIN COLLEGES & EXTENSION	
PURCHASING SERVICES	
432 N. LAKE ST. RM. 101	
MADISON, WI 53706-1498	

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 (signed)
2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (Attachment A)
3. Price Sheet (Attachment B)
4. Vendor Information Form (Attachment C)
5. Client Reference List (Attachment D)

SECTION #2: GENERAL INFORMATION

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

2.1 Purpose:

The University of Wisconsin Colleges & Extension, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing", on behalf of University of Wisconsin – Extension, Pyle and Lowell Centers, hereinafter referred to as "Department", requests bids for the purchase of digital meeting room signage, software, delivery, installation, training, and maintenance.

Scope:

Established in 1958 the UW-Extension Conference Centers provide conference and lodging spaces that fulfill UW-Extension's mission to provide an international community of lifelong learners with access to University of Wisconsin resources.

UW-Extension Conference Centers has earned a stellar reputation for first-rate meeting and lodging facilities, event planning and registration services, distance communication technologies, and catering.

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

2.2 Definitions:

The following definitions are used throughout this document:

Agent means UW Colleges & Extension Purchasing Agent responsible for this Request for Bid. Full contact information can be found in Section 3.1.

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

Contractor means successful Bidder awarded the bid.

Department means UW-Extension Conference Centers.

DVB means Disabled Veteran-Owned Business.

MBE means Minority Business Enterprise.

Purchasing means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on behalf of UW Colleges & Extension located at 432 N. Lake St. Rm. 101, Madison, WI 53706-1498.

RFB means Request for Bid.

State means State of Wisconsin.

University and **UW** both mean University of Wisconsin Colleges & Extension.

WBE means Woman-Owned Business Enterprise.

2.3 eSupplier Registration:

Registration on the [State of Wisconsin's Wisconsin e-Supplier Portal](#) is available free of charge to all businesses and organizations that want to sell to the state or University system. Only vendors who are registered in Wisconsin e-Supplier Portal are guaranteed to receive notice of State of Wisconsin solicitation opportunities in their commodity or service area.

Registration allows a vendor to:

2.3.1 Register for a bidders list for commodities/services that the vendor wants to sell to the state.

2.3.2 Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over \$50,000 in their designated commodity/service area(s).

2.3.3 Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

2.4 Orders:

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

2.4.1 Specific order(s): issued as one-time orders.

2.4.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.

2.4.3 Purchasing Card order(s): issued as one-time order(s).

2.5 Electronic Commerce/Online Ordering:

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

2.6 Campus Delivery Requirements:

2.6.1 Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.

2.6.2 The University of Wisconsin Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at http://transportation.wisc.edu/resources/large_truck.aspx.

2.6.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30' truck policy referenced in Section 2.6.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

2.7 Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. 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.

2.8 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.

2.9 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.

2.10 Supplier Diversity:

2.10.1 Minority Business Enterprise Program (MBE)

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

The State of Wisconsin policy provides that Wisconsin Certified minority-owned business enterprises should have the maximum opportunity to participate in the performance of its contracts. The

supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor may be requested to provide information about its purchases from Wisconsin certified MBEs.

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

2.10.2 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.

2.10.3 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.

The State of Wisconsin policy provides that Wisconsin Certified disabled veteran 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 disabled veteran 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.

SECTION #3: RFB PROCESS INSTRUCTIONS

3.1 Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this request must be in writing and must reference the bid number. Bidders are encouraged to e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

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

Luke Maroney
UWCX Purchasing
432 N. Lake St. Rm. 101
Madison, WI 53706-1498
E-mail: luke.maroney@uwex.edu
PHONE 608-890-4661

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

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

Any contact with University employees concerning this RFB are prohibited, except as authorized by the Purchasing Agent 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 Applicable Dates:

Date	Event
November 22, 2017	Date of Issue of the RFB
December 5, 2017	Written questions due
December 8, 2017	Responses to questions posted *estimated*
December 19, 2017 -- 2:00 PM CST/CDT	RFB Due Date (Local Madison Time)

3.3 Term of Contract:

The initial term of this contract shall be date of award, through 1 year after date of award. This contract will automatically renew for four (4) successive one-year terms, unless Purchasing is notified, in writing, by the Contractor one hundred twenty (120) calendar days prior to expiration of the initial and/or succeeding Contract term(s); or if the University notifies the Contractor, in writing, sixty (60) calendar days prior to expiration of the initial and/or succeeding Contract term(s).

3.4 Site Visit:

Bidder may visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. No additional charges shall be allowed by the Contractor for lack of information or misunderstanding information if the Bidder does not attend the vendor conference or site visit. Contact Eric Bass at (608) 720-2093 if you wish to arrange a visit to the job site.

3.5 Oral Presentations, Product Demonstrations and Site Visits (Pre Award):

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits to-validate information submitted with the bids. Failure of a bidder to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These events cannot be used as an opportunity to alter bids submitted.

3.6 Proprietary Information:

Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3027. **Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award.** Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

3.7 Reasonable Accommodations:

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations for your site visit, contact Agent.

3.8 Method of Bid:

The Bidder shall use Attachment B – Price Sheet and must submit a **unit price** for each item specified. Prices listed shall be in US dollars. Bidder may not alter the Price Sheet in any way. In the event of errors in calculation, unit price shall prevail.

3.9 Method of Award:

Award(s) shall be made on the basis of the lowest Total Bid Price 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.

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 the attached Vendor Information Form (Attachment C) to identify designated contact people, to provide information regarding the size of the bidder's company, and other information as requested. All sections of this form must be completed.

4.2 Bidder Experience:

Bidder must be in the business of providing Digital Meeting Room Signage item/service and must have done so for the past three (3) years.

4.3 Authorization:

Bidder must be an existing manufacturer, authorized reseller, distributor or dealer authorized by manufacturer with service and repair capabilities for the item(s). Documentation demonstrating this must be submitted with the bid to substantiate this status.

4.4 Client List/ References:

4.4.1 Bidder must supply with their bid a client list of three (3) institutions to which similar services have been provided during the past three (3) years (see Attachment D). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.4.2 If the business providing a response to this RFB, or if any principal owner(s) of the business providing a response to this RFB has done business with University of Wisconsin System during the past ten years, this business must be listed as a business reference. This must include project name and primary University contact information.

4.5 Fair Price Analysis:

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

4.6 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>, 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, along with an updated Price List, must be received by Purchasing in writing one hundred and twenty (120) calendar days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If 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 or a letter to the Contractor.
- 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.
- 5.1.4 Contractor should promptly notify Purchasing of new or discontinued items.

5.2 F.O.B.:

All deliveries shall be F.O.B. Destination Freight Prepaid and Installed. Delivery and installation charges and risk of loss shall be borne by the Contractor. Items are to be installed at UW-Extension Pyle and Lowell Centers, F.O.B. DESTINATION FREIGHT PREPAID INSTALLED. Bid prices must include all packing, freight, insurance, set-up, instruction and operation manual charges. Items must be set in place connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the Contractor. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to University personnel as identified.

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

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:

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

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

5.4 Timeliness of Delivery/Installation/Training:

Delivery/Installation/Training is desired to finish no later than May 11, 2018. State if this requirement can be met. If unable to deliver/install/train by the stated date, Indicate on the Bidder Response Sheet the earliest delivery date possible. Timeliness of delivery may be used in evaluation for bid award.

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

5.5 Acceptance and Testing (Post Award):

Acceptance testing will occur within thirty (30) days after the item/service has been installed. 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 thirty (30) 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.

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

5.6 Invoicing Requirements:

Invoices for Purchase Orders:

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

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt of properly submitted invoices by University Accounts Payable. Before payment is made, Accounts Payable must verify that all invoiced charges are correct per this Contract. Only properly submitted invoices will be officially processed for payment. The Prompt Payment Policy requires that your invoices be clear and complete and in conformity with the list below and must be itemized showing:

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

At the discretion of Purchasing, invoices not reflecting the correct discount or net prices may be short paid or disputed.

The original invoice must be sent to University Accounts Payable, 432 N. Lake St. Rm. 104, Madison, WI 53706-1498

Purchasing Card:

Order confirmation shall contain the same detail as listed in Section 5.6.1 and should be sent to the address given at the time of the order is placed.

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

5.7 Payment Terms:

Payment will not be made until each specification has been accepted by the University of Wisconsin Colleges & Extension.

Acceptance of Hardware
Acceptance of Software
Acceptance of Support/Maintenance

The University will pay the Contractor Net 30 days as accepted by the University.

5.8 Additional Items/Services:

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

5.9 Training:

See Section 6.5 for minimum training requirements.

5.10 Insurance:

Required Insurance:

The Contractor shall maintain insurance levels as by the University of Wisconsin Risk Management office. [This link will provide you Insurance limit requirements for this RFB.](#) A certificate of insurance must be provided upon award.

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.

5.11 Performance Meetings:

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

5.12 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 Employee Identification:

All Contractor's employees, while working on University property, must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's expense.

5.14 University Work Rules:

All Contractors and their subcontractors working on-site are subject to University rules. A copy of these rules may be obtained by written request to the Lowell Center.

5.15 Contract Termination:

- 5.15.1 The University may terminate the Contract at any time, **without cause**, by providing thirty (30) days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.
- 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 ninety (90) 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 22.0, 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, 432 N. Lake St. Room 101, Madison, WI 53706. Purchasing shall be final authority for all performance failure determinations not resolved through the Department.

5.16 Other Eligible Purchasers:

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities.

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

5.17 Record and Audit:

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

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

5.18 Entire Contract:

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The 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 CX18-7149, dated November 22, 2017 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). A Microsoft Word copy of this exceptions document must be submitted with your electronic bid response.**

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 – Price Sheet for the minimum acceptable specifications for items/services desired.

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

6.1 Bid Response:

Specific manufacturer(s) and/or catalog/model/stock numbers are provided to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer alternate items/services believed to be an equal. Any alternate items/services bid must be clearly identified by manufacturer, catalog, model or stock number. Detailed specifications (including brochures, operating manuals, maintenance manuals or other written materials) of any alternate items/services offered must be included with your bid to establish equivalency. The University will be the sole judge of equivalent acceptability between Bidders responses.

6.2 Maintenance and Repair:

- 6.2.1 Contractor must perform all maintenance on site unless University grants permission to remove equipment from site.
- 6.2.2 Contractor must have access to replacement parts within seventy-two (72) hours to service all machines identified under this bid.
- 6.2.3 Service calls received in the p.m. must be acknowledged by noon the following work day and machine must be serviced within seventy-two (72) hours of initial call. The service representative shall leave the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the University employee in charge of the equipment.
- 6.2.4 Service calls related to software applications must be acknowledged within four (4) hours of initial call or if call is in the p.m. it must be acknowledged by noon the following business day.
- 6.2.5 Contractor must complete all maintenance or repair services within seventy-two (72) hours of the initial call. If Contractor cannot complete all services within this time, the Contractor must provide a progress report of the repair to the department. The service representative shall leave with the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the University employee in charge of the machine.
- 6.2.6 Contractor shall provide unlimited call-back maintenance service during normal business hours.
- 6.2.7 Purchasing shall have the option to contract with another vendor to repair or service equipment if Contractor is unable to repair equipment for any reason or make necessary repairs on a timely basis.

6.3 Technical Requirements:

- 6.3.1. Digital signage management software and media players must be able to display content on a 1080p television display up to 70" in size.
- 6.3.2. Television displays must be commercial/digital signage grade and able to display content 24 hours a day, 7 days a week without voiding manufacturer warranty.
- 6.3.3. Though no touch screen functionality will be implemented at this time, digital signage software must be capable of supporting touch screen room signs as well as media player driven touch screen television displays. The television displays and media players that will drive them purchased through this bid are not required to support touch functionality.
- 6.3.4. Room signs must include built-in media player functionality and will not require a separate media player to display content from the digital signage system.
- 6.3.5. Digital Signage management software must be able to be installed and fully supported on a virtual Windows server hosted in the UW Extension Central IT datacenter's VMware environment.
- 6.3.6. Digital signage management software must include the capability of importing data from comma separated value text files and/or Microsoft Excel files.
- 6.3.7. Digital signage management software must include functionality for security delegation to allow IT administrators to designate specific permissions within the application to users and/or groups of users.
- 6.3.8. Room signs must have Power over Ethernet (PoE) capability to enable them to be installed and utilized in locations that do not currently have AC electrical wiring.
- 6.3.9. Commercial-grade wall mounted television screens must include one or more features (front control lockout, controls located on the back of the display, etc.) to discourage intentional or inadvertent changes to the television configuration by bystanders.

6.4 Installation Requirements:

- 6.4.1 Provide implementation assistance (on-site or remote) to UW Extension technical staff in installing and configuring the digital signage management software on a virtual Windows server in UW Extension Central Information Technology Services' VMware environment located in Madison, WI. This will occur within 30 days of contract signing unless specifically directed by UW Extension staff to occur at a later date.
- 6.4.2 Create custom digital signage themes or templates based on UW Extension Conference Center (ECC) staff requirements. This will occur within 90 days of contract signing unless specifically directed by UW Extension staff to occur at a later date.
- 6.4.3 Provide assistance and support for UW Extension subject matter experts in implementing vendor-provided custom digital signage themes or templates. This will occur within 90 days of contract signing unless specifically directed by UW Extension staff to occur at a later date.
- 6.4.4 Provide mounting hardware for the digital signs, media players, and commercial-grade LCD displays.
- 6.4.5 Provide mounting services for the digital signs, media players, and commercial-grade LCD displays.
- 6.4.6 Mount a 40-50" commercial-grade LCD screen in a landscape orientation on to a concrete wall in the basement of the Lowell Center, specific location to be provided by UW Extension staff.
- 6.4.7 Mount three (3) 55-60" commercial-grade LCD screens in a landscape orientation on to three separate walls in the following locations: First floor lobby of the Lowell Center, second floor Pyle Center, third floor Pyle center. Specific locations to be provided by UW Extension staff.
- 6.4.8 Mount a 40-50" commercial-grade LCD screen in a portrait orientation on to a concrete wall in the basement of the Lowell Center. Specific location to be provided by UW Extension staff.
- 6.4.9 Mount a 70" commercial-grade LCD screen from the ceiling in the lobby of the Pyle Center. Specific location to be provided by UW Extension staff.
- 6.4.10 Mount used for the ceiling mounted 70" television screen in the lobby of the Pyle Center must use an adjustable mount allowing the orientation can be changed by UW Extension Conference Center facilities staff. Minimum adjustments: 270 degree swivel, 15 degree tilt or sufficient to allow screen to be adjusted to face the Pyle Center elevators or front doors as need by ECC staff. Must include cable management for discreet routing of cables from television/media player into ceiling.
- 6.4.11 All wall mounted television screens will have attached media players mounted between the television screens and the corresponding wall it is mounted to. Media players and cabling must be out of sight when viewing the screen from the front. Mounts must allow for sufficient clearance for cabling/media players without modification to the walls unless approved by UW Extension staff. Television screens mounted on concrete walls must allow clearance for AC/network outlet boxes which will be surface mounted to the wall behind the screen.
- 6.4.12 The ceiling mounted television screen will have attached media player mounted to the rear of the television. Media player must be out of sight when viewing the screen from the front.
- 6.4.13 All wall-mounted television screens will be mounted in a way that allows for easy access to the rear side of the unit, when necessary, by UW Extension IT staff, or UW Extension Conference Center facilities staff. Removal and maintenance of cabling and/or media players must be possible without removal of the entire television screen from the wall.
- 6.4.14 Mount 36 room signs in locations at both the Pyle and Lowell centers, specific locations to be specified by ECC staff.

6.5 Training Requirements:

Training must be made available to UW Extension Conference Center administration staff to instruct them in using the Visix AxisTV Professional software. This training must include routine maintenance and updates of signage created as part of 6.4.2 as well as using AxisTV provided tools to create new signage templates/themes. This training must include a minimum 1-hour live instructor-led session where the instructor addresses ECC's specific questions and training needs based on their intended use of the product. Online training materials that are purchased by UW Extension as part of this bid must remain accessible to ECC staff for a minimum of 90 days following system implementation.

6.6 Warranty and Support:

- 6.6.1 Commercial-grade television displays must have a minimum 3-year repair or replacement warranty.
- 6.6.2 Room signs must have a minimum 1-year repair or replacement warranty.
- 6.6.3 Media Players must have a minimum 2-year repair or replacement warranty.

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

6.7 Software Maintenance and Support:

6.7.1 Access to software updates and software technical support for the digital signage content management system.

6.7.2 Access to software updates and software technical support for the digital signage media players.

6.7.3 Access to software updates and software technical support for the digital signage rooms signs.

ATTACHMENT A: BIDDER RESPONSE SHEET

NOTE: This form **must be returned** with your bid response. Numbers for each question below refer to the corresponding section of this document that explains the requirement. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

	YES	NO
SUBMITTAL INSTRUCTIONS		
Have you included two (2) complete set(s) of your bid	<input type="checkbox"/>	<input type="checkbox"/>
1.1 Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Which of your items meet the Energy Star requirements?		

4.2 Are you in the business of providing digital meeting room signage items/services and has your company or its principals done so for the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Are you an original manufacturer, authorized distributor, or dealer authorized by manufacturer with service and repair capabilities for the items bid? (Documentation demonstrating this must be submitted with the bid to substantiate this status)	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Have you provided a client list? (see Attachment D)	<input type="checkbox"/>	<input type="checkbox"/>
4.5 What type of documentation (i.e. published price list, list of previous buyers, etc.) will you provide to assist the University in its fair price analysis?		

4.6 Do you certify that neither your organization nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Are you bidding all prices F.O.B. Destination Prepaid and Installed, delivery and installation charges and risk of loss borne by the Contractor? (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 Can you meet the delivery/installation/training requirement? If not, state delivery/installation/training time _____ days After Receipt of Order (ARO)	<input type="checkbox"/>	<input type="checkbox"/>
5.10 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.10 and will you add the following language to the insurance certificate?: <i>“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.</i>	<input type="checkbox"/>	<input type="checkbox"/>
5.12 Do you agree to subcontracting terms and conditions?	<input type="checkbox"/>	<input type="checkbox"/>
5.13 Will you agree to have all employees wear appropriate identification?	<input type="checkbox"/>	<input type="checkbox"/>
6.1 Are you bidding items as specified on the Price Sheet – Attachment B?	<input type="checkbox"/>	<input type="checkbox"/>

If **“NO”**, include information on alternates as required in Section 6.1 with your bid response.

6.6 Do you agree to minimum warranties as stated?

ATTACHMENT B: PRICE SHEET

Costs which are not specifically identified on Attachment B will not be compensated under any Contract awarded pursuant to this RFB. Bidder shall enter a Unit Price for each service and commodity. Bidder shall enter a single cost for Delivery, F.O.B. Destination Freight Prepaid and Installed.

The Department does not guarantee to purchase any specific quantity or dollar amount. Bids that require a specific quantity or dollar amount will be rejected. The Department reserves the right to increase or decrease Quantity.

Please see Attachment B (Excel file) as a separate link to this bid packet.

ATTACHMENT C: VENDOR INFORMATION FORM

VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE.

1. Company and Contact Information

Company Name:				
Company Website				

Contact for questions regarding this Bid

Name:					
Telephone:		Fax		Email	

Contract Renewals / Problems

Name:					
Telephone:		Fax		Email	

Sales Representative

Name:					
Telephone:		Fax		Email	

Ordering / Expediting

Name:					
Telephone:		Fax		Email	

Returns

Name:					
Telephone:		Fax		Email	

Invoice Information

Name:					
Telephone:		Fax		Email	

Affirmative Action (see Section 17 in [Standard Terms and Conditions](#))

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

Supplier Diversity Reporting (see Section 2.10)

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

VENDOR INFORMATION FORM CONT.

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites:

<https://wisdp.wi.gov/Home.aspx> or

<http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

____ Minority (MBE) ____ Work Center (WC) ____ Disabled Veteran-Owned Business (DVB)

____ Woman Owned Business Enterprise (WBE) ____ Not applicable

(If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. **Pursuant to Public Law 95-507**, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: www.sba.gov). (**Check \checkmark all that apply.**)

_____ LARGE BUSINESS (LG)

_____ SMALL BUSINESS (SB)

_____ VETERAN OWNED SMALL BUSINESS (VOSB)

_____ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

_____ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)

_____ SMALL DISADVANTAGED BUSINESS (SDB)

_____ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE: Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. "Substantially equal" means when bids are tied or proposal scores are equal. Indicate whether the material covered in your bid/proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

_____ YES _____ NO _____ UNKNOWN

ATTACHMENT D: CLIENT REFERENCE LIST

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

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

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

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

ATTACHMENT E: STANDARD TERMS AND CONDITIONS

- 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 UW-Extension shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates 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. 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.
- 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 University.
- 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The University reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 **PRICING AND DISCOUNT:** The University qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 5.1 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.
 - 5.2 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 University 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 industry-wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 5.3 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).
- 6.0 **UNFAIR SALES ACT:** Prices quoted to the University are not governed by the Wisconsin Unfair Sales Act.
- 7.0 **ACCEPTANCE-REJECTION:** The University 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 interest of the State of Wisconsin.
- 8.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by University. No other purchase orders are authorized.
- 9.0 **PAYMENT TERMS AND INVOICING:** The University 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.
 - 9.1 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. Invoice payment processing address is shown on the upper left corner of the purchase order. Send invoices to the Accounts Payable address on the purchase order. Do not send invoices to the ship to address.
 - 9.2 Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
 - 9.3 Bidders/proposers shall include discounts for early payment (See 5.3) as a percent reduction of invoice. Invoice discounts shall be determined, where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
 - 9.4 Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
 - 9.5 Payment terms and invoicing for purchasing card will be made in accordance with the purchasing card contact.

- 10.0 **TAXES:** The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.
- 10.1 The University, an agency of the State of Wisconsin, 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 University 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.
- 11.0 **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.
- 12.0 **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 University.
- 13.0 **APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, 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 shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
- 14.0 **ANTITRUST ASSIGNMENT:** The Contractor and the University recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the Contractor hereby assigns to the University any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 15.0 **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 University.
- 16.0 **DISPUTES:** Disputes should be addressed to the University Purchasing Office, Director of Purchasing Services, 432 N. Lake Street, Rm. 101, Madison, WI 53706-1498.
- 17.0 **NONDISCRIMINATION/ AFFIRMATIVE ACTION:**
- 17.1 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), Wisconsin Statutes, 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.
- 17.2 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.
- 17.3 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 nondiscrimination law.
- 17.4 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.
- 17.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the Contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees to obtain identical certifications from any subcontractors prior to the award of a subcontract exceeding \$25,000 which is not exempt and will retain such certification for audit purposes.

- 18.0 **PATENT INFRINGEMENT:** The Contractor selling to the University 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 University (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.
- 19.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the University must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 20.0 **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 to UW Safety Department, 30 East Campus Mall, Madison WI 53715-2609.
- 21.0 **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.
- 22.0 **INSURANCE RESPONSIBILITY:** The Contractor performing services to the University shall:
- 22.1 Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.
- 22.2 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.
- 22.3 The state reserves the right to require higher or lower limits where warranted.
- 22.4 Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.
- 23.0 **CANCELLATION:** The University 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.
- 24.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 25.0 **OMNIBUS RECONCILIATION ACT:** (Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of \$25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth \$25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of University to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented by Contractor. 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, Wisconsin Statutes), 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 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 **ANTI-KICKBACK ACT of 1986:** (41 USC 51 et. seq): To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of their knowledge, that they have no information concerning the violation of the Anti- Kickback Act in connection with the submitted bid/proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).
- 30.0 **RECYCLED MATERIALS:** The University is required to purchase products incorporating recycled materials whenever technically or economically feasible. Bidders/proposers are encouraged to bid/propose products with recycled content which meet specifications.
- 31.0 **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.
- 32.0 **PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies (University) 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 University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 33.0 **WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wisconsin Statutes, 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.
- 34.0 **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.
- 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.
- 36.0 **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.
- 37.0 **CHILD ABUSE NOTIFICATION:** Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.
- A report must be made personally or by telephone to UWPD.
- Reports are to be made to: **Emergency Phone Number:** 911.
Non-Emergency Phone Numbers: UW Police Department 608-264-2677.
- 38.0 **RELEASE OF INFORMATION:** Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University's prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.