

REQUEST FOR BID

SECURITY CAMERAS
UWL-1909

Issued: 04/26/2019
Responses Due: 05/24/2019

UNIVERSITY *of* WISCONSIN
LA CROSSE

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1.0 INTRODUCTION AND PURPOSE

1.1 DEFINITIONS

For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

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| Agency: | The Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin-La Crosse. Hereinafter, referred to as the University. |
| Authorized Users: | The University of Wisconsin-La Crosse. Hereinafter, referred to as the University. |
| Bid: | A price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell. For the purposes of this RFB, a Bid includes all requisite forms, response completed as instructed. |
| Bidder: | A person or firm that responds to this Request for Bid. |
| Commodity: | A tangible article of trade or item of merchandise; goods, products, materials, supplies, or finished products. A Commodity is not a Service for purposes of this RFB, but a Commodity may include incidental or related Services. |
| Contract: | The written agreement between the successful Bidder and the University covering the commodities and Services to be performed pursuant to this RFB. |
| Contract Administrator: | The University employee responsible for oversight of the implementation, administration, and completion of the Contract. Scott McCullough, Police Services smccullough@uwlax.edu or Lea Butterfield, Police Services lbutterfield@uwlax.edu |
| Contractor: | The person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide equipment, materials, supplies, contractual Services, or leasing real property to the University. |
| Contract Manager: | The employee of the University responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals, and termination. Amanda King, Purchasing Services aking@uwlax.edu . |
| Disabled Veteran-Owned Business (DVB): | A business that has been certified by the Department of Administration under Wis. Stat. §16.283. |
| Minority-Owned Business Enterprise (MBE): | A business that has been certified by the Department of Administration under Wis. Stat. §16.287 |
| Municipality: | Any Wisconsin 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 (Wis. Stat §16.70(8)). |
| Notice of (Intent to) Award: | A writing issued by the University notifying all Bidders of the University's intent to award a Commodity Contract to the |

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| | successful Bidder(s), or in the case of Services, the University's intent to award a Contract to the successful Bidder(s). |
| Purchasing Card (PCard): | A charge card issued to an authorized state employee through the Department of Administration, State Bureau of Procurement's Purchasing Card Contract. |
| Procurement Specialist: | The individual responsible for overseeing and administering the procurement process for a Bid. |
| Procuring Agency: | The University of Wisconsin-La Crosse. Hereinafter, referred to at the University or UW-La Crosse. |
| Services or Contractual Services: | An intangible product, including actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support, including all related material necessary to fulfill that which the successful Bidder is obligated to accomplish or to provide under this RFB. |
| Specification: | A descriptive statement of the physical, functional and performance characteristics of the Commodity or service required by the University. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing or preparing a supply item for delivery, or the necessary performance criteria. When used throughout this RFB, this term is used interchangeably with the term "requirement". |

1.2 PURPOSE AND SCOPE OF THE REQUEST FOR BID

The University of Wisconsin-La Crosse (UW-La Crosse or the University) requests Bids for the purchase of Axis brand security cameras, Milestone XProtect Expert software and the configuration of these systems. The University intends to use the results of this process to award a Contract. The University does not guarantee it will purchase any specific quantity or dollar amount or pay any minimum Contract price during the term of the Contract. Bids that require a minimum number of commodities or services to be ordered will be rejected. Partial Bids, or Bids not quoting all components of this RFB will be rejected.

1.3 OVERVIEW OF PROCURING AGENCY, BACKGROUND, AND OBJECTIVES

UW-La Crosse is a public institution with a campus encompassing approximately 120 acres and 36 buildings. The University is starting the process of replacing its existing cameras and installing new cameras at various locations in buildings around campus so that security cameras can become an integral component of improving safety and security at the University.

The University is replacing existing security cameras to a uniform and centrally managed campus wide standard. Additionally, the University intends to install new security cameras in a variety of locations around campus over a yet to be determined period of time, which will not exceed the life of this contract. The final number of cameras is yet to be determined but expected to be several hundred over the life of the project and involve all campus buildings and grounds.

As part of this project the University is seeking pricing on Milestone System's XProtect Expert software license with setup, maintenance, support of software on UW-La Crosse owned servers, and administrator training at a level to cover this project in its entirety.

1.4 CONTRACT TERM

This Contract will run for an initial five (5) year period. The Contract shall be effective on the date it is executed by the University. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

The RFB documents, the awarded Bidder's response as accepted by the University of Wisconsin-La Crosse, and any purchase order related to this RFB, shall become the Contract between the parties unless a separate Contract is executed.

1.5 MODIFICATIONS OF CONTRACT

The Contract shall not be used for purchasing commodities or Services outside of the general scope and intent of the original Request for Bid. Any modifications made to the Contract shall fall within the scope of the Bid and be rendered in writing and signed by both parties or they will be void.

1.6 ORDER OF PRECEDENCE

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid response from the successful Bidder as accepted by the University, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Bidder to accept these elements into the Contract will result in the cancellation of the Contract award.

In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Final Signed Contract with clarifications included
- Bid Response as accepted by the University
- Request for Bid

1.7 COOPERATIVE PURCHASING SERVICES

Commodities and Services may be made available to Municipalities upon agreement of the Contractor. Where requested by the University, and agreed to by the Contractor(s), Municipalities shall be able to obtain the commodities and Services procured under the Contract at the same rates agreed to by the University and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the University and providing appropriate documentation and support and reporting Contract usage by Municipalities.

1.8 RESPONDING TO BID REQUIREMENTS

Mandatory Bidder qualifications and/or requirements in this RFB document must be minimally met without exception; failure to meet such will disqualify your Bid. Before the award of any Contract, the University shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this Bid. It is the Bidder's responsibility to acquaint the University with these qualifications by submitting appropriate or supporting documentation.

Certain qualifications/Specifications will be presented by the University as itemized questions that require an affirmative response from you that you can meet them (e.g., "yes/no" prompt, dropdown menu, required attachment). Other requirements may be presented in a grouped manner (e.g., "Does your company meet

requirements 2.1-2.8?"). For any itemized or grouped requirements that you cannot meet, you must check "no" and provide a supplemental document as an attachment to explain.

Failure to meet a mandatory qualification will disqualify your Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the University reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

2.0 BIDDER QUALIFICATIONS AND REQUIREMENTS

All Bidder qualifications in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

- 2.1 Bidder must complete the attached Vendor Information Form (DOA-3477) 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.
- 2.2 Bidder must be an authorized distributor, or dealer authorized by manufacturer of the Axis cameras outline in this bid document, with service capabilities for providing and integrating Milestone XProtect Expert Software.
- 2.3 Bidder must hold a Milestone Expert Certification.
- 2.4 Bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to the current workload to ensure University project deadlines are met
- 2.5 Bidder must provide a description of the bidder's warranty program, including the replacement policy for defective products.
- 2.6 Bidder must complete the attached Vendor Reference Form (DOA-3478) to identify at least three (3) companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last five (5) years. Include contact information for the Owner representative, who is knowledgeable and can attest to: compliance with quality assurance and contract performance. Client references may be used in the award consideration.
- 2.7 Bidder must specify any additional training opportunities for the equipment at the time of bid.
- 2.8 Bidder must have service personnel located no more than a four (4) hour drive-time from the University.

After the bid submission the University may request supplementary information as necessary, in the University's opinion, to assure the bidder's competence, business organization, and financial stability.

3.0 MANDATORY SPECIFICATIONS OF BID

All requirements in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

3.1 REQUIRED SPECIFICATIONS

Bidder shall use ATTACHMENT A: BID SPECIFICATIONS to respond to this section.

3.2 PERFORMANCE AND SUPPORT REQUIREMENTS

Bidder shall use ATTACHMENT A: BID SPECIFICATIONS to respond to this section.

4.0 SPECIAL TERMS AND CONDITIONS OF BID

The University reserves the right to negotiate special terms and conditions when it is in the best interest of the University to do so. The Bidder shall not submit its own Contract document as a substitute for the University's Special Terms and Conditions.

Bidders shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative language for each point. The University may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the terms and conditions will occur only if the change is in the best interest of the University.

4.1 ORDERS

Specific order(s) or contract blanket order(s), as defined below, may be issued to the Contractor. Bidder should identify method by which you will accept orders against the Contract (e.g. email, fax, phone, etc.).

- Specific order(s): issued as one-time orders.
- Contract blanket order(s): issued for a specified period of time to allow the University to issue releases against the contract blanket order(s) as needed.

4.2 DELIVERY REQUIREMENTS

Delivery requirements are four (4) to six (6) weeks after receipt of an order. Failure to accept this delivery requirement may disqualify the Bid. State if this requirement can be met. If unable to deliver in the stated timeframe, indicate on ATTACHMENT B: BID SUBMITTAL CHECKLIST the earliest delivery schedule possible. Timeliness of delivery may be used in evaluation for bid award.

The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within 48 hours of receipt of order or release against existing order(s).

4.3 DUPLICATES AND OVER SHIPMENTS

Upon notification by the University of a duplicate or over shipment, goods shall be removed at the Contractor's expense. If such goods are not removed within 30 business days of receipt of written notification from the University, the University shall dispose of them at its discretion and will not be held liable for the cost.

4.4 RETURN POLICY

Contractor should provide for return of items ordered in error for up to 30 calendar days from receipt with the University paying only the return shipping costs. Bidder should attach information regarding, or indicate in detail on the Bidder response sheet, their company's return policy.

4.5 NEW AND DISCONTINUED ITEMS

The Contractor is required to notify the Purchasing Services and the Contract Administrator of new or discontinued item(s) within 48 hours of receipt of order or release against existing order(s).

4.6 ACCEPTANCE TESTING

Acceptance testing will occur within 30 days after the item has been installed, applications customization is in place (if applicable) and training has been completed. 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 15 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.

The Contract Administrator is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.

4.7 BACKGROUND CHECKS

Due to the nature of this solicitation, the University reserves the right to conduct background checks on the organization, its officers and employees, and subcontractors, if applicable, in order to determine whether any conviction exists that is substantially related to the solicited Commodity or service, or if such conviction may otherwise adversely affect the Bidder's ability to perform under the resulting Contract. The University is the sole determinant of whether the results of a background check(s) will negatively impact the Contractor's ability to meet contractual obligations and requirements.

4.8 REPORTING

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

4.9 CONTRACT AUDIT REQUIREMENTS

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, in addition to reporting required by s. 35.03(6).

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 (5) years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

4.10 TOBACCO-FREE ENVIRONMENT

All university buildings are smoke free buildings. Smoking tobacco products or using electronic cigarettes is strictly prohibited in these areas.

4.11 FRATERNIZATION/AGENCY WORK RULES

All Contractors and their subcontractors (if applicable) working on-site are subject to departmental rules. A copy of these rules may be obtained by written request to the University's Purchasing Director, as identified in this RFB.

4.12 PAYMENT TERMS

Payment will not be made until the product is determined to meet all Specifications, requirements and deliverables and has been accepted by the University. The University will pay the Contractor Net 30 days as accepted by the University.

If the Contractor requires other payment terms they must be disclosed at the time of the bid and must be agreed to by the University prior to contract award. Under no circumstances will the University pay more than 50% prior to acceptance of the products.

4.13 INVOICING

Contractor must agree that all invoices shall reflect the prices and discounts established for the items on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order.

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt by Business Services. Before payment is made, it also must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete in conformity with the instructions below. All invoices 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 identical to those stated in proposal
- Prices per the Contract

The original invoice must be sent to University of Wisconsin-La Crosse, Business Services, 125 Graff Main Hall, 1725 State Street, La Crosse, WI 54601 or accountspayable@uwlax.edu.

Final payment may not be made until the item is operating according to specifications and has been accepted by the University.

4.14 TRAINING

Contractor must provide two (2) in-person, on-site training sessions within the first six months of the Contract. The training sessions must cover software and camera operation and integration. Contractor must provide the training at no charge to the University and must agree to allow the University to video record the training sessions to be utilized for in-house training of personnel.

Contractor must provide UW-La Crosse 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. Training must be provided at the time of acceptance testing and any additional training opportunities should be disclosed at the time of the bid.

4.15 THIRD-PARTY FINANCING

Bidders on Lease or Rental Bids that are using third-party financing shall identify the company, quote the interest rate, and include a copy of their lease or rental Contract with the Bid.

4.16 SAFETY DATA SHEETS

If any item(s) on this order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, or an infectious agent, as defined by Wis. Stat. §101.58, the Contractor shall include the appropriate Safety Data Sheet(s) with the initial shipment and with the first shipment after a Safety Data Sheet is updated. The Contractor shall send the initial or updated Safety Data Sheet(s) with a complete container, partial container or single product. The distributor, manufacturer, or Contractor may make access to Safety Data Sheets available online via their website; however, Safety Data Sheets shall be provided as stated herein, regardless of online availability, to meet State of Wisconsin and United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

Safety Data Sheets shall be provided as stated herein to:

Dan Sweetman
Safety and Sustainability Manager
855 East Avenue
La Crosse, WI 54601

4.17 CERTIFICATES OF INSURANCE

At the time that the Notice of Intent to Award is issued, the Contractor will provide copies of insurance policies and/or insurance certificates in effect during this Contract. The insurance policies shall be issued by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A- unless otherwise approved in writing by the University's Contract Administrator and the signature of an authorized agent.

The policies and/or certificates shall be submitted to the University upon request, for annual review, and/or when insurance coverage(s) or providers are changed. In the event the Contractor's required insurance policies in effect during this Contract are modified or cancelled, Contractor shall immediately provide notice to the University.

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon award.

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 liability policies. The certificate holder shall be listed as the University of Wisconsin-La Crosse.

The University will evaluate all insurance certificates for compliance. Should the Contractor not provide the appropriate Certificates of Insurance within 30 days of the University's issuance of the Notice of Intent to Award, the Contractor shall be given an additional 14 days to comply. Should the appropriate Certificates of Insurance not be received within that time, the University reserves the right to cancel the award or Contract and make another award.

The Certificates of Insurance shall be provided as stated herein to:

University of Wisconsin-La Crosse
Amanda King, Purchasing Director
1725 State Street, 118 Graff Main Hall
La Crosse, WI 54601

4.17.1 COVERAGE AND MINIMUM LIMITS

The following minimum insurance coverage and limits will be required in the Contract resulting from the Bid award:

| Coverage | Minimum Limits |
|----------------------------|-----------------------|
| Worker's Compensation (WC) | Statutory |

| | |
|--|----------------------------|
| Employer's Liability Coverage (B) | \$100,000/500,000/100,000 |
| Commercial General Liability (CGL) General Aggregate incl. prdt/co Each Occurrence | \$2,000,000 \$1,000,000 |
| Automobile Liability (including hired & non-owned) Combined Single Limit | \$1,000,000 |

4.17.2 Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.

4.17.3 Commercial General Liability

Commercial General Liability includes, but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

4.17.4 Covenant Requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to: *University of Wisconsin-La Crosse, Amanda King, Purchasing Director, 1725 State Street, 118 Graff Main Hall, La Crosse, WI 54601* before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

4.17.5 Evidence of New Insurance

In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the University's Contract Administrator evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice.

4.17.6 University Right to Cancel and Terminate

In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

4.17.7 Contractor Agrees to Indemnify

The Contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, University of Wisconsin-La Crosse and their officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or

performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees, subcontractors or contractors.

4.17.8 Risk of Damage or Loss

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products, or money resulting.

4.18 PARKING

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UWL Parking and Transportation Services at 605 17th St. N La Crosse, WI 54601 (608) 785-8061. 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.

4.19 ACCESS TO SECURE FACILITIES

Contractor ID Cards will be issued to Contractor to facilitate and regulate their access to the exterior and interior doors of campus buildings. Contractor ID cards will be issued and activated per the procedure outlined below:

- Contractors must completely fill out the Contractor ID Card Request form. This form can be obtained from the Facilities Planning & Management Office, located in the Maintenance Building, 855 East Ave. N., La Crosse or from the UWL Facilities Planning & Management website.
- Contractors must verify their identity with a government issued photo ID.
- The Contractor ID Card Access form must be signed by either Scott Brown, Building Maintenance Manager or Scott Schumacher, Associate Director for Planning & Construction.
- The contractor can then take the signed form to the Eagle ID Card Office, 1131 Student Union, 521 East Ave. N., La Crosse, between the hours of 7:45 a.m. and 4:30 p.m., Monday through Friday, and have the ID card made.
- The final step is for the contractor to return to the Facilities Planning & Management Office with the ID card for staff to grant access to the card for the areas needed.

All ID Cards access will expire 60 days from the date granted. After 60 days, the contractor should return to the Facilities Planning & Management Office to have access reinstated.

ID Cards must be displayed at all times on the outer most layer of clothing at chest level, in a manner such that the name and photo is visible and readable at all times while working on UW-La Crosse property. Failure to do so will result in your access being revoked.

Initial Contractor ID cards will be provided by UW-La Crosse Facilities Planning & Management. If the contractor loses their cards, replacement cards must be purchased at their expense at a cost of five dollars.

4.20 CANCELLATION AND TERMINATION

4.20.1 TERMINATION FOR CAUSE

The University may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The

Contractor may terminate this Contract after providing the University a ninety (90) calendar day notice of the University's right to cure a failure of the University to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

4.20.2 TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State of Wisconsin by providing at least a thirty (30) calendar day notice to the Contractor, and the Contractor providing at least a ninety (90) calendar day notice to the University in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the University, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the University, the Contractor may be compensated for the actual Service hours provided. The University shall be entitled to a refund for goods or Services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

4.20.3 CONTRACT CANCELLATION

The University reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Fails to perform any material obligation required under the Contract
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice
- Makes an assignment for the benefit of creditors
- Fails to follow the sales and use tax certification requirements of §77.66 of the Wisconsin Statutes
- Incurs a delinquent Wisconsin tax liability
- Fails to submit a non-discrimination or affirmative action plan as required in the Standard Terms and Conditions (DOA-3054)
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law)
- Becomes a federally debarred Contractor
- Is excluded from federal procurement and non-procurement contracts
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
- Fails to maintain the confidentiality of the University's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information
- Contractor performance threatens the health or safety of a University employee or University customer

4.21 FAIR PRICE ANALYSIS

Purchases made under this contract may require further fair price analysis. Bidders should identify on the Bid Submittal Checklist 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 may be required to provide this documentation prior to the order being issued.

4.22 ITEM NUMBERS AND EQUIVALENCIES

The Bidder's response must be clearly identified by manufacturer and catalog/model/stock number and/or appropriate identification as requested on ATTACHMENT C: COST SHEET. 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.

4.23 WARRANTY AND MAINTENANCE

Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract. Bidder must confirm warranty term on ATTACHMENT A: BID SPECIFICATIONS and must enclose standard warranty documents with bid response.

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 ATTACHMENT C: COST SHEET or as attachments to the bid response.

Contractor must use only manufacturer trained personnel for this Contract.

Contractor must respond on site and complete all maintenance or repair services within 48 hours of the initial call. If Contractor cannot complete all services within this timeframe, the Contractor must provide a timeline of when the repair will occur to the department. The service representative shall leave with the Contract Administrator a copy of a dated written report indicating the service performed. This report must be signed by the Contract Administrator.

4.24 PERFORMANCE MEETINGS

An Account Representative of the Contractor must be available to meet upon request with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement. Frequency of these meetings may be modified by contract with both parties, or upon demand by the University.

5.0 COST STRUCTURE AND COST SHEET INSTRUCTIONS

5.1 METHOD OF BID

The Bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, unit price shall prevail.

Bidders must submit their bid(s) per the submittal instructions by the deadlines shown on the Request for Bid form to:

University of Wisconsin-La Crosse
Purchasing Services
1725 State Street; 118 Graff Main Hall
La Crosse, WI 54601

All bids must be time-stamped in by the Purchasing Services prior to the stated submission time. Bids not so stamped will be considered late. Receipt of a bid by the University mail system does not constitute receipt of a bid by Purchasing Services, for purposes of this request for bids.

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

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

5.2 FOB DESTINATION, FREIGHT PREPAID AND ALLOWED/INSTALLED

Items are to be installed in multiple buildings at the University of Wisconsin-La Crosse campus located at 1725 State Street La Crosse, WI 54601 FOB DESTINATION FREIGHT PREPAID INCLUDED AND INSTALLED. Bid prices shall include all packing, freight, insurance, set-up, operation manuals, and instructional charges. Items shall be set in place in an area designated by the University, demonstrated to be in operating condition, and approved by the University. All debris shall be removed from the premises and properly disposed of by the Bidder. Bidder shall restore all installation sites to their original condition to the satisfaction of the University. Upon installation, all operating instructions and operating and maintenance manuals shall be furnished to the University contact person identified on the purchase order.

Universal and Hazardous Waste shall be removed by Bidder in accordance with State and Federal regulations and guidelines.

Failure to bid FOB Destination Freight Prepaid Included and Installed in the Bid price will disqualify the Bid.

5.3 REQUESTING PRICE ADJUSTMENTS

Prices presented on the RFP Cost Proposal Form must remain firm for the entire contract term. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

Contractor should promptly notify Purchasing and Contract Administrator of new or discontinued items.

6.0 BID PROCEDURE AND INSTRUCTIONS

6.1 CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this Request for Bid shall be completed. In the event that University finds it necessary to change any of these dates and times (except estimated dates and times), it will do so by posting an amendment to this RFB on Wisconsin eSupplier Portal.

| DATE | EVENT |
|--------------------|-------------------------------|
| April 26, 2019 | Date of Issue of the RFB |
| May 8, 2019 @ 10am | Site Visit |
| May 10, 2019 | Date Questions Due |
| May 17, 2019 | Responses to Questions Posted |
| May 24, 2019 | Bids Due from Bidders |
| May 31, 2019 | Anticipated Award Date |
| June 1, 2019 | Contract Start Date |

6.2 CORRESPONDENCE, CLARIFICATIONS, AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by May 10, 2019. If at any time prior to the Bid due date a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder shall immediately notify the University representative named below of the issue in writing and request modification or clarification of the RFB document.

Email is the preferred method of written contact. Please email to: aking@uwlax.edu.

| USPS ADDRESS | COMMON CARRIER ADDRESS |
|--|--|
| University of Wisconsin-La Crosse | University of Wisconsin-La Crosse |
| Purchasing Services | Purchasing Service |
| 1725 State Street, 118 Graff Main Hall | 1725 State Street, 118 Graff Main Hall |
| La Crosse, WI 54601 | La Crosse, WI 54601 |

All communication and/or questions on all matters regarding this Bid shall be made in writing and refer to Request for Bid# 1909 and be directed to Amanda King, Purchasing Director.

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 to the VendorNet.

All contact or communication with any employee or officer of the University concerning this RFB, except Amanda King is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. Amanda King may authorize in writing contact or communication with another University employee or officer as circumstances may dictate. Prospective Bidders who hold a current Contract with the University may continue to communicate with the University Contract Administrator regarding the performance of that current Contract only.

6.3 REASONABLE ACCOMMODATIONS

Upon request, the University shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with a disability. If accommodations are needed at a Bid opening or Bidders' Conference, please contact: Amanda King; 608-785-8724; aking@uwlax.edu.

6.4 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.

6.5 PRE-BID SITE VISIT

Bidders are able to schedule a visit to the job site prior to submitting a Bid. Bidders are not required to attend a Site Visit in order for their Bid to be considered for an award.

A pre-bid Site Visit will be held on May 8, 2019 at 10am CST. Contact Sam Middleton at 608-785-8913 or smiddleton@uwlax.edu to confirm your attendance, or to arrange an alternative site visit date/time.

6.6 SUBMITTING A BID

Bidders have three (3) options in responding to this RFB: Mailed Hard Copy Bid Submittal, Hand Delivered Hard Copy Bid Submittal and Email Bid Submittal.

6.6.1 MAILED HARD COPY BID SUBMITTAL

Bidders have the option to mail a hard copy Bid when responding to this RFB. If your company elects to do so, Bidders shall submit an original signed Bid, marked as stated below, and one (1) additional hard copy of all materials required for acceptance of their Bid by the deadline to:

| USPS ADDRESS | COMMON CARRIER ADDRESS |
|--|--|
| Amanda King | Amanda King |
| University of Wisconsin-La Crosse | University of Wisconsin-La Crosse |
| Purchasing Services | Purchasing Services |
| 1725 State Street, 118 Graff Main Hall | 1725 State Street, 118 Graff Main Hall |
| La Crosse, WI 54601 | La Crosse, WI 54601 |

All Bids shall be received and time-stamped at the above location no later than May 24, 2019 at 2:00pm CT. Bids not time-stamped will be considered late and rejected. Receipt of a Bid by the University mail system does not constitute receipt of a Bid by the University's Purchasing Services.

All Bids shall be packaged, sealed in a box or envelope, and clearly marked with the following information on the outside of the package:

BIDDER NAME AND ADDRESS
RFB TITLE
RFB NUMBER
RFB DUE DATE AND TIME

6.6.2 HAND DELIVERED HARD COPY BID SUBMITTAL

Bidders have the option to hand deliver a hard copy Bid when responding to this RFB. If your company elects to do so, Bidders shall submit an original signed Bid, marked as stated below, and one (1) additional hard copy of all materials required for acceptance of their Bid by the deadline to:

| HAND DELIVERY ADDRESS |
|--|
| Amanda King |
| University of Wisconsin-La Crosse |
| Purchasing Services |
| 1725 State Street, 118 Graff Main Hall |
| La Crosse, WI 54601 |

All Bids shall be received and time-stamped at the above location no later than May 24, 2019 at 2:00pm CT. Bids not time-stamped will be considered late and rejected. Receipt of a Bid by the University mail system does not

constitute receipt of a Bid by the University's Purchasing Services.

All Bids shall be packaged, sealed in a box or envelope, and clearly marked with the following information on the outside of the package:

BIDDER NAME AND ADDRESS
RFB TITLE
RFB NUMBER
RFB DUE DATE AND TIME

The University is not responsible for deliveries that do not reach the University's Purchasing Services by the required due date and time.

6.6.3 EMAIL BID SUBMITTAL

Bidders have the option to email a Bid when responding to this RFB. Bid responses shall be emailed to aking@uwlax.edu. Submitting a Bid to any email address other than aking@uwlax.edu does not constitute receipt of a Bid by the University.

All Bids shall be received no later than May 24, 2019 at 2:00pm CT. It is the Bidder's responsibility to verify that the emailed Bid has been timely received and delivered to the University by the Bid opening date and time. The University is not responsible for late receipt of a Bid, regardless of the reason for the delay. Proof of transmission doesn't constitute proof of receipt. Emailed Bids that do not meet this requirement will be rejected.

In addition, the required form (DOA-3070) shall be signed and returned via mail or fax (608.785.8597) within two (2) business day after the Bid opening due date for continued consideration of the Bid.

6.7 FORMAT OF BID RESPONSE

Signed Request for Bid Sheet: Include the signed, required form (DOA-3070) with the Bid and those certifications required for submittal of a Bid. Bids submitted in response to this RFB shall be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed Bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its Bid without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition; (b) the prices quoted in the Bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and shall not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor; and (c) no attempt has been made or shall be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

State of Wisconsin Standard Terms and Conditions (DOA-3054) and State of Wisconsin Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681) (herein after Terms and Conditions): These Terms and Conditions shall govern this Bid and subsequent award. Vendors shall accept these Standard and Supplemental Terms and Conditions or submit point-by-point exceptions along with proposed alternate or additional language for each point. Submission of any standard vendor Contracts as a substitute for language in the Terms and Conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal. The State reserves the right to negotiate contractual Terms and Conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

Additional Information: Include all additional information that shall be essential to an understanding of the Bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the Bid document.

Cost Information: Provide price information on ATTACHMENT C: COST SHEET, included in this RFB. Include one hard copy of the Cost Sheet with the Bid response. All prices for furnishing the product(s) and/or service(s) included in the Bid in accordance with the terms and conditions in this RFB shall be included. No alternate price formats will be accepted. Alternate price formats may eliminate consideration for this Bid.

Bid Response Qualifications and Requirements: The Bidder shall include the Bid Response Qualifications and Requirements Attachment A: Specifications and Attachment B: Bid Submittal Checklist, included in this RFB. A response to each qualification and requirement listed shall be clearly checked and/or submitted as applicable and the sheet signed.

Any alteration of the Bid forms or Appendices is prohibited and will result in rejection of the Bid.

6.8 INCURRING COSTS

Neither the State of Wisconsin nor the University is liable for any costs incurred by the Bidder in responding to this RFB.

7.0 BID ACCEPTANCE AND AWARD

7.1 BID OPENING

The University will not be holding a public bid opening for this solicitation.

7.2 BID REVIEW

All Bids will be reviewed by the University's Purchasing Director to ensure compliance with submittal requirements. The University shall be the sole judge as to Bidders' compliance with the Bid instructions.

7.3 BID ACCEPTANCE

Bids that do not comply with Mandatory Requirements or Mandatory Specifications will be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. The University in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the University.

7.4 METHOD OF AWARD

The Bid award(s) will be made on the basis of the lowest price, responsive, responsible Bidder. Prices Bid shall be in US dollars unless otherwise indicated. Bids that require a specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, unit price shall prevail in award.

The University intends to award to one Bidder for this purchase if it is in the best interest of the University. The University is the sole determinant of its best interests.

The award will be made based upon reviewing all costs for the purchase to the lowest responsive, responsible bidder. Any and all fees must be listed in the bid response. Any charges not listed in the bid response will not be accepted.

7.5 BIDDER REFERENCES/CLIENT LIST

The Bid shall include Bidder references by completing DOA-3478, listing at least three (3) companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last five (5) years.

7.6 USE OF SUBCONTRACTORS

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between the University and the awardee. The Contractor will be responsible for its subcontractors' performance of the pertinent Contract obligations including related Specifications, insurance requirements, and applicable regulations. The Bidder shall identify any potential subcontractor it intends to use to provide the product or service it will provide if awarded the Contract.

All subcontractors shall be approved in writing by the University. Any proposed substitution of an approved subcontractor shall be submitted in writing to the University 30 days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify the University may result in cancellation of the Contract without notice and without penalty to the University.

7.7 SUPPLIER DIVERSITY

7.7.1 MINORITY-OWNED BUSINESS ENTERPRISE

Minority-Owned Business Enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at:
<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State Contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A MBE Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its Contracts. The Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide commodities and Services incidental to this agreement.

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their Contract amount, and spend for each period to the University.

A listing of certified MBEs, as well as the Services and commodities they provide, is available at:
<https://wisdp.wi.gov/search.aspx>.

7.7.2 VETERAN-OWNED BUSINESS

The State Bureau of Procurement encourages the participation of Veteran-Owned Businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). There is no price preference for certified VBs that compete for State Contracts.

Contact the DVA at: <http://dva.state.wi.us>.

7.7.3 DISABLED VETERAN-OWNED BUSINESS

Disabled Veteran-Owned Businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs 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 DVBs or by using such enterprises to provide commodities and Services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the Services and commodities they provide, is available at:

<https://wisdp.wi.gov/search.aspx>.

7.7.4 WOMAN-OWNED BUSINESS ENTERPRISE

Woman-Owned Business Enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

State-certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking Contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the Services and commodities they provide, is available at:

<https://wisdp.wi.gov/search.aspx>.

7.8 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. Information on debarment is available at the following website: <https://www.sam.gov/portal/SAM>. See Section 15.0 of the Standard Terms and Conditions (DOA-3054).

7.9 AWARD NOTIFICATION

All Bidders who respond to this RFB with a Bid shall be notified in writing of the Agency's intent to Contract.

8.0 REQUIRED FORMS

The following is a list of forms pertaining to this RFB. An "X" preceding the form indicates that it shall be completed and returned with the Bid response.

The following is a list of forms pertaining to this RFB.

- Attachment A: Bid Specifications
- Attachment B: Bid Submittal Checklist
- Attachment C: Cost Sheet
- DOA-3070 Request for Bid
- DOA-3477 Vendor Information
- DOA-3478 Vendor Reference
- DOA-3027 Designation of Confidential and Proprietary Information
- DOA-3333 Vendor Agreement

ATTACHMENT A: BID SPECIFICATIONS

Axis Surveillance Cameras:

| ITEM | DESCRIPTION | MEET SPECIFICATIONS | |
|------|---|---------------------|----|
| | | YES | NO |
| 1. | Compatible with Milestone XProtect Expert Edition Software (current device pack). | | |
| 2. | H.264 (or newer) Video Compression Codec | | |
| 3. | Remote Focus and Zoom | | |
| 4. | Auto Focus | | |
| 5. | Wide Dynamic Range | | |
| 6. | Video Motion Detection | | |
| 7. | Day/Night Auto IR | | |
| 8. | Edge Storage with SD/SDLC Memory Card | | |
| 9. | Power over Ethernet (PoE) | | |
| 10. | 3 Year Parts (and Labor if repaired) Warranty | | |

Milestone XProtect Expert Software:

| ITEM | DESCRIPTION | MEET SPECIFICATIONS | |
|------|--|---------------------|----|
| | | YES | NO |
| 1. | All required Milestone Systems media and manuals included. Manuals should be provided in electronic format with unlimited printing license. | | |
| 2. | Five-year Milestone Software Support for camera licenses. Must include all software updates and upgrades to new product versions. | | |
| 3. | Additional camera licenses – after initial purchase. | | |
| 4. | Annual Milestone Software Support for additional camera licenses. Must have the ability to co-terminate with initial contract term. | | |
| 5. | Contractor's warranty of the installation and integration, if not covered by Milestone. | | |
| 6. | End-User Training: Two (2) in-person, on-site training sessions within the first six months of the Contract as specified in Section 4.14. | | |
| 7. | Install and set up software (on-site in La Crosse). Must be performed by Contractor with a current Milestone Expert Certification. Must be a fixed price engagement. | | |
| 8. | Data Retention to be established as 10-Day's. Automated Archival with reduced frames per second to 8 FPS set to 20-days, after 20-days the data is overwritten with new data (FIFO). | | |
| 9. | Software to support Integrated Redaction capability | | |
| 10. | Software will be installed on Customer Provided Servers (Windows based OS) | | |
| 11. | Software to provide full data encryption (data at rest and data in transit) | | |
| 12. | Software must integrate with Customers ADFS/SAML 3.0 environment | | |
| 13. | Software must integrate with Customers Duo Two-Factor Authentication | | |
| 14. | Software to provide High Availability across two data centers (servers installed at two campus data center locations) | | |
| 15. | Software must be all inclusive and not require additional software purchases (i.e., Oracle's Java, etc.) | | |

Labor:

| ITEM | DESCRIPTION | MEET SPECIFICATIONS | |
|------|--|---------------------|----|
| | | YES | NO |
| 1. | <u>Configuration & Programming Labor:</u> Must include, but is not limited to, plugging in camera to network cable, aiming camera, adjusting image, focusing image, configuring network addresses, configuring security setting and other parameters, performing functionality test, ensuring camera is operating per manufacturers design, perform initial start-up. | | |
| 2. | <u>Miscellaneous Service Work Labor:</u> Must include, but is not limited to, additional work as directed by the University, such as labor to relocate existing camera, labor to replace vandalized camera, labor to re-aim camera as directed by the University, labor to perform rework not covered under project warranty. | | |
| 3. | The University is responsible for the Initial mounting of cameras. | | |
| 4. | The University is responsible for the installation/completion of all low-voltage/network cabling and conduits/electrical chases. | | |

I certify that the product and services set forth in this bid meet all of the specifications noted above and we have provided all of the required information related to this bid. If you are not able to meet any of the specifications of this bid please provide an explanation as to why.

Signature

Date

Name:

Title:

Company Name:

Email:

Phone Number:

Explanation of variation from bid specifications:

ATTACHMENT B: BID SUBMITTAL CHECKLIST

The Bidder agrees to all of the requirements and has provided all of the information requested in Section 2: Bidder Qualifications and Requirements.

_____(initials)

The Bidder has read and agrees to all of the special terms and conditions outlined in Section 4: Special Terms and Conditions of Bid, including all subsections.

_____(initials)

In accordance with Wisconsin Statutes 16.75(3m), 16.752, 560.035(1)(c), (see website: <http://doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>) please indicate if you are a Wisconsin minority business, sheltered workshop center, woman-owned business or a disabled veteran-owned business.

- ____ Minority-Owned Business Enterprise (MBE)
- ____ Woman-Owned Business Enterprise (WBE)
- ____ Disabled Veteran-Owned Business (DVB)
- ____ Sheltered Workshop Center
- ____ Not applicable

In preparing this RFB, the bidder has not been assisted by a current or former employee of the State of Wisconsin whose duties relate to this RFB and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFB.

_____(initials)

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 bid scores are equal. Indicate whether the materials submitted in your bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes _____ No _____ Unknown _____

Contract Administration:
University of Wisconsin La-Crosse
Scott McCullough/Lea Butterfield, Police Services
605 17th Street North, La Crosse, WI 54601

Contractor
Name: _____
Company Name: _____
Company Address: _____
Telephone # _____
E-mail: _____

ATTACHMENT C: COST SHEET

Contractors must provide complete pricing including all labor, equipment, materials, permits, shipping, mobilization, and all costs necessary for the operation of the camera system, including the Milestone system.

AXIS SURVEILLANCE CAMERAS:

PRICING MUST INCLUDE A 3-YEAR WARRANTY.

Single Model Camera Type - Fixed Indoor

The University intends to select and purchase a single model of camera. For example, the University intends to install the Axis P325-LV Mk II Network camera. The estimated quantity of cameras the University intends to purchase is provided in the Estimated Quantity column and is summarized as follows:

Quantity: 385 Camera Type: Fixed Indoor

The estimated item quantity identified on the Cost Sheet is for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount.

| ITEM | CAMERA TYPE | BRAND AND MODEL WITH 3 YEAR WARRANTY | SINGLE OR MULTIPLE MODEL TYPE | NET UNIT PRICE | ESTIMATED QUANTITY (PER CAMERA TYPE) | EXTENDED NET TOTAL |
|------|--------------|--------------------------------------|-------------------------------|----------------|--------------------------------------|--------------------|
| 1. | Fixed Indoor | Axis P325-LV Mk II Network Camera | Single | \$ _____ | x 385 | \$ _____ |

Non-listed, related Items.

Percentage discount for all non-listed, related cameras and products (i.e. camera mounts and accessories) from manufacturer's catalog or price list that may be purchased during the term of the contract:

_____ % Axis

Price List

Attach additional pages as needed to identify all catalog and price lists. If more than one price column exists on the price list, Bidder must identify which column will be used as the "list price" from which the discount would be applied.

MILESTONE XPROTECT EXPERT SOFTWARE:

| ITEM | DESCRIPTION | PRICE |
|------|--|--|
| 1. | Milestone XProtect Expert Software Including all required media and manuals. Manuals should be provided in electronic format with unlimited printing license. Manufacturer: Milestone Systems, Part # XPCOBT | \$ _____ |
| 2. | Five-year Milestone Software Support for Expert License. Must include all software updates and upgrades to new product versions. Milestone Systems Part # YXPCOBT | \$ _____ |
| 3. | Milestone Expert Camera License Manufacturer: Milestone Systems, Part # CPCODL | \$ _____ each x 385 anticipated cameras = \$ _____ |

| | | |
|-----|---|--|
| 4. | Five-year Milestone Software Support for camera licenses. Must include all software updates and upgrades to new product versions. Milestone Systems Part # YXPCODL | \$ _____ each x 385 anticipated cameras = \$ _____ |
| 5. | Install and set up software (on-site in La Crosse). Must be performed by Contractor with a current Milestone Expert Certification. Must be a fixed price engagement. | \$ _____ |
| 6. | Warranty costs. Contractor's warranty of the installation and integration, if not covered by Milestone. | Year one \$ _____ |
| 7. | Contractor must provide two (2) in-person, on-site training sessions within the first six months of the Contract. The training sessions must cover software and camera operation and integration. Contractor must provide the training at no charge to the University and must agree to allow the University to video record the training sessions to be utilized for in-house training of personnel. Cost of Additional Training, if necessary. | \$ _____ |
| 8. | Maintenance costs. Contractor's maintenance after expiration of the warranty term. List term, components covered and annual cost: | Year one \$ _____ |
| 9. | Provide an hourly rate for each resource required to provide support (Milestone Expert Certification). Must include all expenses and travel. Must include 24/7/365 support. | Hourly Rate _____ Hourly Rate _____ |
| 10. | Additional camera licenses – after initial purchase. | \$ _____ each |
| 11. | Annual Milestone Software Support for additional camera licenses. Must have the ability to co-terminate with initial contract term. | \$ _____ annually |

LABOR RATES:

| ITEM | DESCRIPTION | PRICE |
|------|--|--|
| 1. | Flat rate fee to complete the configuration, programming and startup of one (1) camera upon initial installation per specifications outline in ATTACHMENT A: BID SPECIFICATIONS and bid documents. | \$ _____ each x 385 anticipated cameras = \$ _____ |

| | | |
|----|---|-------------------|
| 2. | Hourly rate for service work as requested by the University, outside of the initial configuration and programming per specifications outline in ATTACHMENT A: BID SPECIFICATIONS and bid documents. | \$ _____/Man Hour |
|----|---|-------------------|

Please either provide any additional information that would be helpful for the University to be aware of when reviewing the bid or attach supplemental information.

BIDS MUST BE SEALED & ADDRESSED TO:

AGENCY ADDRESS:

University of Wisconsin-La Crosse
 1725 State Street, 118 Graff Main
 La Crosse, WI 54601

REQUEST FOR BID

THIS IS NOT AN
 ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid #

Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact the person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than
May 24, 2019 at 2:00PM CST

Name (Contact for further information)
Amanda King

Phone
 608-785-8724

Date
 April 24, 2019

Fax bids are accepted

Fax bids are not accepted

| Item No. | Quantity and Unit | Description | Price Per Unit | Total |
|----------|-------------------|---|----------------|-------|
| | | <p>The University of Wisconsin-La Crosse requests bids for painting services.</p> <p>Bid request #UWL-1909 per the attached Specifications, Special Conditions of Bid, Bid List, Standard Terms & Conditions, and Supplemental Terms & Conditions for the Procurement of Services.</p> <p>Questions regarding this bid must be submitted on or before May 10, 2019 by 2:00PM CST and will be compiled and answered via a bid addendum by Amanda King aking@uwlax.edu</p> | | |

Payment Terms

Delivery Time

We claim minority bidder preference [Wis. Stats. s. 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, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business bidder preference [Wis. Stats. s. 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, Wisconsin 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, Wisconsin 53702, (608) 266-5462.

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

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

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

| | | | |
|---|-------|--------|-----|
| Name of Authorized Company Representative (Type or Print) | Title | Phone | Fax |
| Signature of Above | Date | Email: | |

Vendor Information

1. BIDDING / PROPOSING COMPANY NAME _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$50,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____



Bid / Proposal # UWL-1909

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations 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 (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

List Product(s) and/or Service(s) Used:

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

List Product(s) and/or Service(s) Used:

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

List Product(s) and/or Service(s) Used:

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

List Product(s) and/or Service(s) Used:



DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #UWL-1909 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 |
|---------|--------|-------|
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In the event the designation of confidentiality of this information is challenged, the undersigned 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.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

| | |
|---------------------------|---------------|
| Company Name | |
| Authorized Representative | |
| | Signature |
| Authorized Representative | |
| | Type or Print |
| Date | |



Vendor 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, inspection of commodities directly from the contractor, and making payment directly to the contractor.

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

The State of Wisconsin will determine the contractor's participation by checking a box below.

- MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- OPTIONAL:** 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 this service has no effect on awarding this contract.

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

Vendor: please check one of the following boxes in response.

- 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.

| | | | |
|-------------------------------------|------|---------------------------------|---------|
| Special Conditions (if applicable): | | | |
| Signature | | Date (mm/dd/ccyy) | |
| Name (Type or Print) | | Title | |
| Company | | Telephone () | |
| Address (Street) | City | State | ZIP + 4 |
| Commodity/Service | | Request for Bid/Proposal Number | |

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 letter-head, 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** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 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.