



**ReQUEST FOR BID**

**cONTRACT #18-5449**

**Official Sealed**

**Marty Rostermundt**

**ISSUED DATE: 9/27/2017**

**University of Wisconsin - Madison: 10/18/2017 2:00 PM CDT**

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# 1. Submittal Instructions

BIDS MUST BE DELIVERED TO:

Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218.

NUMBER OF COPIES TO BE SUBMITTED:

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

RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES.

If hand delivering to Purchasing Services, please come to 6th Floor Reception Desk in Suite 6101 and call 608-262-1526 for assistance.

Bids may be dropped off at Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218, between the hours of 7:00 AM and 4:00 PM prior to the due date and time.

If e-mailing, the University will accept completed bids e-mailed to bids@bussvc.wisc.edu, provided (i) they are date/time stamped prior to 2:00 p.m. CT on the stated bid due date and (ii) the number of copies indicated above are mailed or hand delivered to Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218 by 2:00 p.m. CST/CDT on the next business day following stated bid due date.

Submitting a bid to any other e-mail address than mailto:bids@bussvc.wisc.edu does not constitute receipt of a valid bid by Purchasing Services. Proof of transmission does not constitute proof of receipt. E-mail submissions must be a scanned copy of the document with ACTUAL signatures and initials (not typed or electronic signatures) and should be received prior to 2:00 p.m.CT on the stated due date.

VENDOR NOTE:

For the purpose of the return address label, if the address is the same as you listed on the REQUEST FOR BID FORM – you do not need to fill out the Return Address Label.

RETURN ADDRESS LABEL:

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

|  |
| --- |
| OFFICIAL SEALED BID  |
| NUMBER: 18-5449 |
| DUE DATE: 10/18/2017  | TIME: 2:00 PM CDT |
|  |
| SHIP FROM: |
|  |
| VENDOR NAME HERE: |
| ADDRESS: |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| SHIP TO: |
|  |
| UNIVERSITY OF WISCONSIN-MADISON |
| PURCHASING SERVICES  |
| 21 N PARK ST, SUITE 6101 |
| MADISON, WI 53715-1218 |

## Bid Response Requirements:

In order for your bid to be considered, the following forms/information must be completed and submitted as part of your bid response. Failure to provide these forms/information with your bid submittal may disqualify your bid.

1. Request for Bid Form (signed)

2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (Attachment A)

3. Specifications, descriptive brochure and detail for the item(s) bid (Section 6) (Attachment B)

4. Itemized Bid List (Attachment C)

5. Vendor Information Sheet (Attachment D)

6. Client Reference List (Attachment E)

7. Two copies of sample checklist for processing forms requested in Section 2.5 Orders.

8. Two copies of a list and samples of all currently available type faces requested in Section 3.9.1.

9. Three sample of standard Mark Reflex® white bond paper as requested in Section 3.9.1.

10. Two copies of list and samples of standard colored paper and inks requested on Section 3.9.1.

11. Two copies of your quality control procedures as requested (Section E of Specifications, Page 20)

12. General purpose answer sheets, twenty-five (25) copies required, and current price list for stock forms of same can be combined with sample requested (Section K of Specifications, Page 23).

# 2. General Information

## Purpose:

The University of Wisconsin-Madison, hereinafter referred to as the “University”, through its Purchasing Services Department, hereinafter referred to as “Purchasing”, on behalf of Testing and Evaluation Services hereinafter referred to as Department requests bids for the purchase of Optical Scanning Forms

All University of Wisconsin-Madison departments must be eligible to purchase from this contract.

## Scope:

See Specifications Section 6 and Attachment B for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid List are for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount.

## Definitions:

The following definitions are used throughout this document:

**Agent** means UW Madison Purchasing Agent responsible for this Request for Bid. Full contact information can be found in [Section 3.1.](#_3.1_Clarifications_and/or)

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

**Contractor** means successful Bidder awarded the bid.

**Department** means UW-Madison Department of Testing and Evaluation Services

**MBE** means Minority Business Enterprise.

**DVB** means Disabled Veteran-Owned Business.

**Purchasing** means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on UW-Madison campus, located at 21 N. Park St., Madison, WI 53715

**RFB** means Request for Bid.

**State** means State of Wisconsin.

**University and UW both** mean University of Wisconsin-Madison.

**WBE** means Woman-Owned Business Enterprise.

## VendorNet Registration:

Registration on the State of Wisconsin’s [VendorNet System](http://vendornet.state.wi.us) (http://vendornet.state.wi.us) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

* + 1. Register for a bidders list for commodities/services that the vendor wants to sell to the state.
		2. Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over $50,000 in their designated commodity/service area(s).
		3. Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

Only vendors registered, with a valid e-mail address, at the time the RFB or RFP is posted will receive e-mail notifications of addendums/amendments. Vendors who obtain the RFB or RFP from a third party; through the public notice website; or other means assume responsibility for checking for updates to the RFB or RFP.

## Orders:

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

* + 1. Specific order(s): issued as one-time orders.
		2. Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.
		3. Purchasing Card order(s): issued as one-time order(s).

## Electronic Commerce/Online Ordering:

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

## Campus Delivery Requirements:

* + 1. Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.
		2. The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at <http://transportation.wisc.edu/resources/large_truck.aspx>.
		3. This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30’ truck policy referenced in Section 2.7.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

## Promotional Materials/Endorsements:

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

## Supplier Diversity:

* + 1. Minority Business Enterprise Program (MBE)

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

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

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

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. To view all MBE firms, go to [https://wisdp.wi.gov/search.aspxhttps://wisdp.wi.gov/search.aspx](https://wisdp.wi.gov/search.aspxhttps%3A/wisdp.wi.gov/search.aspx) select the MBE box and click search.

* + 1. Woman Owned Business (WBE)

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

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

* + 1. Disabled Veteran Owned Business (DVB)

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

# RFB Process Instructions

## Clarifications and/or Revisions through Designated Contact:

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

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

ADMINISTRATIVE:

|  |
| --- |
|  Marty Rostermundt |
| UW Purchasing |
| 21 N Park St, Suite 6101 |
| Madison, WI 53715-1218 |
| E-mail: marty.rostermundt@wisc.edu  |

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on <http://vendornet.state.wi.us> and [publicnotices.wi.gov](https://uwprod-my.sharepoint.com/personal/giuliano2_wisc_edu/Documents/Email%20attachments/publicnotices.wi.gov).

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

## Applicable Dates:

|  |  |  |
| --- | --- | --- |
| Wednesday, September 27, 2017 |  | Date of Issue of the RFB  |
| Wednesday, October 04, 2017 |  | Written questions due  |
| 10/18/2017– 2:00 PM CDT |  | RFB Due Date (Local Madison Time) |

## Term of Contract:

The initial term of this contract shall be Monday, October 23, 2017, or date of award, through Thursday, October 22, 2020 or 3 year(s) after date of award. This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, ninety (90) calendar days prior to expiration of the initial and/or succeeding Contract term(s).

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

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

## Proprietary Information:

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

<http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

## Reasonable Accommodations:

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

## Method of Bid (A):

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

**For University Imports:** See Section 5.3

## Method of Award (A):

Award(s) shall be made on the basis of the lowest net unit price(s) for the individual line items and extended net total for items 1-7 and 8 (first line only) which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

**Supplier Diversity Preferences:**

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

* + 1. The University reserves the right to make an interim award and to require proof of performance through a “trial” period of up to six months before awarding a final Contract. During this “trial” period, the University shall review the Contractor's performance, including invoicing requirements, to ensure complete compliance with the Contract.

If deficiencies are not remedied to the complete satisfaction of the University, the “trial” period shall be canceled and award shall be made to the next lowest responsible bidder. The final interim award decision rests with the University based upon the data it collects.

If the Contractor's performance demonstrates that the Contractor is capable of complete compliance with the contract on a continuous basis for the six-month trial period, the University shall make a final award for the contract.

* + 1. A demonstration of item/service may be required before contract award. Location will be determined and negotiated after bids are opened but before the Contract award is made.

## Samples and Evaluation:

* + 1. Bidder shall be required to submit a no-charge, (non-returnable) sample(s) with the bid for bid evaluation purposes or verification of item bid.
* Lithocoding or a satisfactory substitute for same. The University reserves the right to be the sole judge of equivalency.
* Two copies of a list and samples of all currently available typefaces for the Varityper(s), and/or IBM composer, and/or other composer used by the Contractor for composition of answer sheets with an indication of the most frequently used type styles.
* Three samples of standard Mark Reflex white bond paper, or equivalent, and other colors, if available. Twenty-nine standard reflective ink colors, and of the screen ("shading").
* Twenty-five copies of Contractor's version of an 8-1/2 x 11 inch "general purpose answer sheet" with five responses per item must be included with the bid. The twenty-five copies will be used to determine whether or not the bidder's forms can be processed on Testing and Evaluation's Scantron Scanning Systems. Include also with the bid a copy of your current price list for "general purpose answer sheet" stock. Contractors must supply pricing per/M for both sequence numbered and unnumbered.
	+ 1. Non-returnable samples should be clearly labeled as “sample” and should be identified with the bidder’s name, bid number, due date and bid item number.
		2. Failure to deliver samples within time designated may disqualify your bid.
		3. All samples provided by the Bidder(s) shall be evaluated by the University in an identical manner to determine whether the items bid conform to bid specifications.
		4. Samples provided by the bidder and not meeting bid specifications shall be rejected and the bid submitted may be disqualified if the Bidder cannot provide a sample meeting specifications.
		5. All samples provided under this contract become the property of the University.

## Bidder Qualifications

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

## Bidder Information:

Bidder must complete the attached Vendor Information Form (Attachment D) 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.

## Bidder Experience:

Bidder company or its principalsmust be in the business of providing Optical Scanning Forms items/service and must have done so for the past three years.

## Authorization:

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer .

## Client List/References:

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

## Fair Price Analysis:

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

## Trademark:

Bidder must be able to be a UW-Madison Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary licensed or copyright interest.

## Minimum Order:

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

## Debarment:

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](file:///C%3A/Users/kgiuliano/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.IE5/90T93ZYX/www.sam.gov) and [https://acquisition.gov/far/index.html](https://acquisition.gov/far/index.html%20%20%20)  see section 52.209-6.

# Performance and Contract Requirements

## Firm Prices:

* + 1. Prices must remain firm for one year from the date signed contract. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.
		2. Price increase requests proposed after the initial Contract term, along with an updated Price List, must be received by Purchasing in writing 90 calendar days prior to the effective date of proposed increase for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor . An acceptance of the price list change will be in the form of an amendment to the contract or letter to the Contract.
		3. Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.
		4. Contractor should promptly notify Purchasing of new or discontinued items.

## F.O.B. Destination, All deliveries shall be FOB Destination. Delivery charges and risk of loss shall be borne by the Contractor.

Delivery will be made by common carrier or Contractor’s truck, with unloading to be performed by the carrier/contractor and carton(s) transported to the interior/ground floor or inside dock at various locations. Bid prices must include all packing, freight, insurance charges and installation/operation manuals, excluding any import/export costs.

**Testing and Evaluation Shipments will be delivered to the Materials Distribution Services (MDS) facility (see Section 2.7 – Campus Delivery Requirements).**

**If a special request is made for a shipment to be delivered to Testing and Evaluation, the delivery truck must not be over 30 ft. in length due to the dock configuration. Because the delivery area descends from Street level to a sublevel, the delivery truck height cannot be greater than 13 feet.**

If an expedited shipment is requested by Testing and Evaluation, the additional delivery cost shall be borne by UW-Madison. Expedited delivery requested by telephone will be confirmed by Testing Evaluation by fax or email. Contractor shall acknowledge such request in writing; otherwise UW-Madison is not liable for the additional charges

If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified on the Itemized Bid List. This additional cost will be added to the bid total and will serve as the basis for determining the award.

Indicate on the Bidder Response Sheet the Country of Origin and Shipping Point.

**For University Imports:** See Section 5.3

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

## University Imports

**Definitions:**

**Custom Charges/Fees:** typically includes, but is not limited to, United States duties, if applicable; port of entry documentation fees; custom clearance fees; applicable tax; etc.

**University Imports:** When the University is the Importer of Record or has responsibilities for paying Custom Charges/Fees for products purchased directly from a foreign country.

Bids must include costs from bidder’s door to port of destination and local delivery charges. Custom Charges/Fees should not be included in the bid price. The University will be responsible for determining Custom Charges/Fees from a University designated customs broker and adding the cost to the bid price. If these charges are identified in your bid, they will be deducted from your total bid price and the University’s estimate added instead. This adjusted total cost will serve as the basis for award.

The University will be responsible for arranging the payment of all United States Custom Charges/Fees, if applicable. The awarded Contractor must use the University's contracted customs broker, as identified on the purchase order. Customs charges will not be paid to the awarded Bidder or anyone other than the University’s designated customs broker under any circumstances, unless previously agreed to in writing by the University.

## Timeliness of Delivery:

Delivery is desired as soon as possible after receipt of an order. State on the Itemized Bid List when delivery can be made. 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 2 working days of a receipt of order or release against existing order(s).

## Item 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 indicate in detail on the Bidder Response Sheet their company’s return policy.

## Replacement:

Whenever, within three years from date of final payment, the Contractor is notified in writing by Testing and Evaluation that any product of product, materials and/or workmanship has proven defective, or not meeting specification requirements, the Contractor will immediately replace, repair or otherwise correct the defect or deficiency without cost to the University. The University will give notice of observed defects with reasonable promptness. Damages resulting from misuse or abuse by the University are not covered under this clause.

See also Item C, Faulty Forms, in the Specifications.

## Additional Items/Services:

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

## Invoice Requirements:

***Invoice for Purchase Orders:***

* + 1. Contractor must agree that all invoices and purchasing card charges shall reflect the discounts and net prices established for the items/services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order or at time of purchasing card order.

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

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

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

The original invoice must be sent to University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218 unless the customer identifies and establishes a different bill-to location.

***Purchasing Card:***

Order confirmation shall contain the same detail as listed in Section 5.9.1 and should be sent to the address given at the time of the order is placed.

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

## Payment Terms:

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

## Shipments, Duplicates and Overshipments:

Upon notification by the University of a duplicated order or overshipment, the items identified must be removed at the Contractor's expense. If the duplicated or overshipment items are not removed within 30 days of written notification, the University reserves the right to dispose of them as its own property and shall not be held liable for any cost for the items.

## Insurance:

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

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-System Administration or System campus for their respective purchases.

## Performance Meetings:

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

## Subcontracting:

* + 1. Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 form.
		2. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.
		3. Subcontractors must abide by all terms and conditions under this Contract.
		4. If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

## Activity Reports:

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

* Date of order/release
* Item manufacturer’s name or abbreviation (if applicable)
* Complete item description including catalog, model and/or stock number(s) identical to those stated in proposal
* Prices per the Contract

## Contract Termination:

* + 1. The University may terminate the Contract at any time, without cause, by providing 30 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.
		2. Shall either party fail to perform under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract immediately. Performance failure can be defined as but not limited to: failure to maintain an adequate inventory of supplies required for this contract; the production of faulty forms (as defined in the Specifications); the use of inadequate packaging, or shipping procedures, or materials for forms resulting in damage in transit or incorrect sequence numbering of the forms.; incorrect folding or post-press run handling of the forms; failure to follow specifications on the Work Order; failure to meet stated delivery schedules; unauthorized release of proprietary information; or failure to provide any of the Terms, Conditions or Specifications.
		3. If at any time the Contractor performance threatens the health and/or safety of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.
		4. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.
		5. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days’ notice in writing of such termination.
		6. All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

## Other Eligible Purchasers:

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

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

## Record and Audit:

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

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

## Entire Contract:

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

1. Contract Award Letter
2. Original Request Bid Number 18-5449, dated September 27, 2017 including amendments/attachments
3. Bidder response to RFB
4. Official Purchase Order (when applicable)

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

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

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

## Random Sampling:

Upon delivery and before payment of the final invoice, up to 1% of the final product may be pulled from the Contractor's delivery truck and inspected to assure the University that the specifications have been met in all respects. Failure to meet any specification will mean rejection of the entire order at no cost to the University. No changes in the specifications will be permitted without written authorization from Purchasing Services.

# Specifications

**Specifications of Items/Services to be Provided:**

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

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

6.1. The Bidder’s response must be clearly identified by manufacturer and catalog/model/stock number and/or appropriate identification as requested on the Itemized Bid List. 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.

## Employee Identification:

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

## Environmentally Friendly (“Green”) Product:

Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase “Green” products wherever feasible or possible based on individual project needs and funding available.

# Attachment A: Bidder Response Sheet

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

|  |  |
| --- | --- |
| Yes  | No |

**SUBMITTAL INSTRUCTIONS**

|  |  |
| --- | --- |
|  | Have you included 2 complete set(s) of your bid?  |[ ] [ ]
|  | Have you completed and returned all forms required? |[ ] [ ]
| 2.4 | What order method will you accept orders against this contract:  |  |  |
|[ ]  E-mail |  |  |
|[ ]  Fax |  |  |
|[ ]  Internet |  |  |
|[ ]  Mail |  |  |
|[ ]  Phone  |  |  |
|[ ]  Other: |  |  |  |
|  |  |  |  |  |
| 2.5 | Do you have the capability of putting the University’s specific pricing on a WEB site that is accessible to University Purchasers through a unique logon ID? |[ ] [ ]
|  | If yes, does your Website provide a means of on-line ordering with our specific pricing being applied automatically? |[ ] [ ]
|  | If yes, does your Order System accept Purchasing Cards for payment?  |[ ] [ ]
|  | If yes, does your Order System provide a self-service means for the customer to track their order via Internet? |[ ] [ ]
| 3.9 | Will you meet all the requirements for samples and evaluation? |[ ] [ ]
| 4.2 | Are you in a business providing Optical Scanning Forms items/services and has your company or its principals done so for the past three years? |[ ] [ ]
| 4.3 | Are you an original manufacturer, authorized distributor, or dealer authorized by manufacturer. |[ ] [ ]
| 4.4 | Have you provided a client list? (See Attachment E) |[ ] [ ]

|  |  |  |  |
| --- | --- | --- | --- |
| 4.5 | What type of documentation (i.e. published price list, list of previous buyers, etc.) will you provide to assist the University in its fair price analysis? |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 4.6 | Are you a licensee for items bearing trademarks, logos or other symbols of the University? |[ ] [ ]
|  | If not, and if necessary, will you become a licensee upon award |[ ] [ ]
| 4.7  | Do you agree to no minimum order quantity or dollar amount? |[ ] [ ]
| 4.8 | Do you certify that neither your organization nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency? |[ ] [ ]
|  | **Firm Prices** |  |  |
| 5.1.1 | Do you agree to firm prices as stated? |[ ] [ ]
| 5.1.2  | Do you agree with process and timeframe identified for accepting price increase? |[ ] [ ]
| 5.2 | Are you bidding all prices F.O.B. Destination, delivery charges and risk of loss borne by the Contractor? (Be sure to read Section 5.2 carefully)  |[ ] [ ]
|  | Country of Origin |  |  |  |  |
|  | Shipping Point |  |  |  |  |
| 5.4 | State delivery time \_\_\_\_\_\_ days After Receipt of Order (ARO).  |  |  |
|  | Will you notify if ordering department of backorders, discontinuation or delays as stated? |[ ] [ ]
| 5.5 | Do you agree with the return policy? If not, state your return policy in detail.  |  |  |
| 5.8 | Will you agree that all invoices will reflect prices established for items on this Contract for all orders placed even though the Contract number and/or correct prices may not be referenced on each order? |[ ] [ ]
|  | Will you accept orders placed using a Purchasing Card?If yes, orders placed using a purchasing card must reflect current contract pricing.  |[ ] [ ]
|  | Any fees charged for use of the University’s purchasing card program are not allowed.  |  |  |
| 5.10 | Do you agree to terms regarding duplicates and overshipments? |[ ] [ ]
| 5.11 | Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.9 and have you added the following language to the insurance certificate?*“The Board of Regents of the University of Wisconsin System, its officers, employees and agents” are added as an ‘additional insured’ under the commercial general, automobile and Contractor's liability policies on any insurance certificate provided.*  |[ ] [ ]
| 5.13 | Do you agree to subcontracting terms and conditions? |[ ] [ ]
| 5.14 | Can you report on items purchased on this contract if requested? |  |  |
| 5.16 | Do you agree to extending the contract to other: |  |  |
|  | University of Wisconsin campuses? |[ ] [ ]
|  | State of Wisconsin Agencies? |[ ] [ ]
|  | Wisconsin Municipalities? |[ ] [ ]
|  | If yes, indicate whether other charges will be added and what those charges will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| 5.18 | Have you documented exceptions in the format requested? |[ ] [ ]
| 6.2  | Will you agree to have all employees wear appropriate identification? |[ ] [ ]
| 6.3 | Have you identified products that are made of recycled products that use environmentally friendly production methods, or that can be recycled at the end of their service life? |[ ] [ ]

# Attachment B: Specifications

1. **Conformity**

All documents must conform to the specifications of the Work Order and for registration, inks, and paper specified and must be approved by Testing and Evaluation.

All documents are to be compatible with and must be able to be read on the following existing equipment owned by the University.

Scantron Insight 150 Optical Scanner System with transport printer

Scantron Opscan 10 Optical Scanner System with transport printer

Scantron Opscan 6 Optical Scanner System

Scantron Opscan 4U Optical Scanner System

Scan Tools Support

1. **Paper and Ink Colors**

The following paper and ink colors must be available under this contract:

1. One standard Mark Reflex® Bond, or equivalent paper: color; white.
2. Twenty-nine standard reflective ink colors: lavender 02, blue 12, brown 14, violet 18, pine green 22, orange 24, red 28, maroon 31, green 53, dark orange 55, green 56, tan 67, brown 69, blue 72, brown 74, gray 75, avocado 76, gray 77, orange 78, orange 79, blue 83, blue 84, red 85, red 88, blue 89, blue 90, red 91, blue 96, aqua 98.
3. **Faulty Forms**

If all or part of a shipment of forms is determined to be faulty, Testing and Evaluation reserves the option of accepting only the part that is acceptable or of rejecting the entire order. Contractor shall be notified by telephone and in writing and shall have the option of having the forms returned at Contractor's expense for examination and checking before accepting liability. Contractor shall not be liable for forms which are faulty because of errors in the mock-up design provided by Testing and Evaluation.

Contractor must bear all costs related to:

1. Replacement of faulty forms due to Contractor error, including, but not limited to telephone and/or telegraph charges, and postage or other drayage.
2. Conversion to machine-readable format from the original document including, but not limited to:
3. hand scoring,
4. special pre- or post-editing procedures as defined by Testing and Evaluation,
5. terminal entry--Scantron scanning system, or key entry into a computer send able form readable on Testing and Evaluation's computer system
6. operator and/or Scantron machine costs of Testing and Evaluation associated with any special procedures required to scan the documents,
7. any special programming for the Opscan 21-75 and/or other, scanner and/or other computer made necessary by the faulty forms, and
8. transfer of data by manual coding from source document to some other document which is scan able on Scantron scanners and agreed on by Testing and Evaluation -- such costs to be billed at Testing and Evaluation's standard rates.

Any of the above must be performed by Contractors professional staff within a time schedule determined by Testing and Evaluation . Forms that do not meet the equipment manufacturers (Scantron) specifications or Testing and Evaluation approval must be reprinted within seventy-two hours after notification or other mutually agreed upon time. Contractor must commit to twenty-four-business-hour shipment response for partial reprints of single sheet forms deemed unacceptable by joint agreement of Testing and Evaluation and Contractor and seventy-two-business-hour shipment turnaround for complete reprints.

The forms Contractor shall assume all costs incurred for scanning system service calls required due to forms not meeting bid specifications as determined by maintenance service Contractor.

Contractor's liability for replacement of faulty forms extends beyond the termination and/or cancellation of this contract.

1. **Ownership**

All pertinent electronic files produced under this contract are to be the property of the University. Contractor is required to return original files at Contractor's expense within fifteen days after written notice to surrender said files has been sent to Contractor, including after the termination and/or cancellation of this contract. All electronic files must be given by Contractor a form number which shall appear on all printed sheets. Any electronic files for optical scanning forms previously designed for the University of Wisconsin-Madison prior to the award of this contract shall remain the sole property of the University.

All forms composed and/or printed by the Contractor as a result of the award of this contract are copyrighted by the University of Wisconsin Board of Regents. Reproduction or use for other buyers of any files, either in part or in their entirety, designed for the University of Wisconsin-Madison Testing and Evaluation Services cannot be made without the prior written approval of the University of Wisconsin-Madison Testing and Evaluation Services.

When Testing and Evaluation furnishes electronic files produced by another Contractor, no composition charges will be allowed except when alterations are required to the existing file.

When Testing and Evaluation requests modifications to an existing file, Contractor should dispose of existing file with written approval.

1. **Quality Control Procedures**

**As a separate attachment, contractors should include with their bid a brief statement of the quality control procedures and the statistical quality control methods used.**

Contractor should perform such product tests as deemed advisable and appropriate throughout the composition and printing processes to assure a product acceptable to Testing and Evaluation. Contractor must, however, complete at least the following tests on printed forms.

Each roll of paper, before being hung on the press, is to be subjected to an opacity test. These measurements are to be repeated at the end of the press run. Papers used must be Mark Reflex®, or equivalent.

The following are Mark Reflex ® Bond paper specifications:

1. 100% wood pulp paper without water marks, embossed or printed patterns, or fluorescent additives.
2. Weight: 50 to 80 lb. Bond.
3. Color: White
4. Printed sheets must not curl or change dimensions under normal humidity conditions.
5. Free of all foreign elements causing false mark detection or failure to detect light valid marks.
6. Caliper must be within the range of .0036" - .008".
7. Smoothness (Sheffield): 101-5449400
8. Dimensional stability within an 8-1/2" length:

 Grain Direction--Plus 0.010"; Minus 0.005"

 Cross Direction--Plus 0.025"; Minus 0.010"

1. Reflectance: Minimum-70%

Note: The weight and caliper may slightly vary for the 80 to 100 lb. Bond. Include on the Itemized Bid List your + % for 80 lb Bond and 100 lb bond.

Contractor must have a monitored quality control program at the time the paper is manufactured that insures its uniform readability on Scantron scanners. **Three samples of Mark Reflex®, or equivalent paper stock to be used must be submitted with the bid.**

1. **Ink:** Colored non-scannable inks must not exceed one read level above the average read level of the paper tested on an OpScan scanner. Black scannable ink must be printed dark enough to register at a minimum read level of E (or level fifteen) on an OpScan scanner.

Conformance to the ink requirements is based on using approved Mark Reflex® paper or equivalent, using a properly calibrated OpScan scanner with an LED (Light Emitting Diode) read head, and firmware which incorporates the sixteen-level read technology.

1. **Registration:**  Contractor must guarantee the following tolerances for register and image size: (1) guide edge in relation to timing track and response positions--plus or minus 0.010", (2) printing: color to color in relation to guide edge and read head--plus or minus 0.010", and (3) guide edge trim and printing combined--plus or minus 0.020".
2. **Testing:** Contractor is expected to provide an air-conditioned, climate controlled manufacturing environment to insure that the consistency of the documents does not vary due to changes in climatic conditions. Sample forms must be regularly tested during the course of manufacturing and verified for:
3. **Visual**: appearance, color, register, and trim.
4. **Size** (printed image length): size in relationship to the readhead, and size in relationship to travel through a line printer (10 character/inch horizontal; 6 character/inch vertical).
5. **Scantron Scanner Readings**: paper voltage, color bar voltage, black bar voltage, timing marks voltage, and skunk mark voltage.

Contractor is to have available quality control check lists for an individual order against which Testing and Evaluation may inspect the forms upon receipt.

Ordinarily two-sided timing tracks are required to avoid ink offset caused by excessive ink and to avoid unscannable timing marks. If timing tracks are requested on only one side of the sheet, the timing tracks must be such that the sheet will scan correctly on a properly calibrated Scantron scanner.

1. **Backup and Customer Support**

The Contractor must:

1. Have capability to ensure support in the event of a catastrophe or plant capacity overload.
2. Provide a company representative and customer support at the printing facilities to manage the forms needs of the customer.
3. Provide, on request, forms design reference materials, layout sheets, instructional programs and materials used in the design of Mark Reflex®, or equivalent documents.
4. Provide assistance on the design of scannable forms, including consulting on technical questions and issues and availability of complete forms design service from customer specifications.
5. Provide assistance on the design of scanning systems applications, including technical consulting on the integration of scanner hardware, scanning software, forms design, and forms handling by both respondent and customer.
6. Have Design Expert forms design software package, or equivalent, for the Windows platform, which includes the ability to locally overprint standard forms from the Contractor.

If forms design software training is available on video, or other medium or method, the Contractor should supply one copy at no cost or on-site training, if available.

1. **Packaging and Shipping Cartons**

Standard Packaging requirements:

All printed matter must be firmly packed in cartons to protect against jamming and shifting, spoilage, loss, or damage during delivery. Each order must be packed separately. When specified, cartons must be delivered on skids or pallets. Packaging materials, including cartons, skids, and pallets, must be furnished by the contractor.

Corrugated board cartons (200 lb. test or stronger) must be uniform in size and suitable for shelf storage and employee handling. Oversized, overweight, or weak cartons are unacceptable. Loaded cartons must not weigh more than 40 pounds each.

Each carton in a shipment must be clearly labeled with: Purchase order number; ordering agency; delivery address (as shown on purchase order); item contained; numbering sequence contained, if applicable; and total order and quantity per carton.

The maximum weight for any shipping carton should not exceed sixty-five (65) pounds unless otherwise agreed to by Testing and Evaluation.

1. **Plus or Minus Quantity**

Unless specified otherwise in the Work Order, the contractor may ship the ordered quantity plus or minus five percent and shall charge for the delivered quantity according to the per/M price for the ordered quantity.

**I: Delivery Schedules # Days**

 Design, mock-up, layout 4

 Composition 4

 New proof for existing form 4

 Composition changes to existing form 4

 Printing (from approved proofs) 8

 Standard forms (in inventory) 8

 Standard forms (in inventory, but with additional printing) 5

1. **Assessments**

If Contractor shall neglect, fail, or refuse to return electronic files as specified in this contract, or if Contractor shall reproduce or use for other buyers any electronic files in violation of this contract, the Contractor must pay the University following such reproduction or use or failure to return $40.00 per calendar day per file, not to exceed $3,000.00 for any one electronic file. Such liability extends beyond the cancellation or termination of this contract.

The assessments provision does not relieve Contractor from the responsibility for production and delivery of acceptable quality forms. The University's failure to invoke the assessment provision as to one or more purchases under this agreement does not constitute a waiver of the University’s right to assess other purchases under this agreement.

Payment of assessments by Contractor will be within thirty days after notice. Such payment will be by check unless the University notifies Contractor that in kind or other arrangements are permissible.

Delivery is of the essence. Late shipments may be assessed ten percent of total cost of order per day.

1. **General Purpose Answer Sheets**

Contractors must supply pricing per/M for both sequence numbered and unnumbered. Twenty-five copies of Contractor's version of an 8-1/2 x 11 inch "general purpose answer sheet" with five responses per item must be included with the bid. The twenty-five copies will be used to determine whether or not the bidder's forms can be processed on Testing and Evaluation's Scantron scanning systems. Include also with the bid a copy of your current price list for "general purpose answer sheet" stock.

# Attachment C: Itemized Bid List

|  |  |
| --- | --- |
|  |  |
|  **1.** | **Original design, mock-up, or layout prices (if supplied by the Contractor).** |  |
| **ITEM** | **FORM SIZE** | **Price** |
| **1a** | **8-1/2 x 5-1/2, 8-1/2 x 11**  | **$\_\_\_\_\_\_\_\_\_\_** |
| **1b** | **11 x 17** | **$\_\_\_\_\_\_\_\_\_\_** |
| **1c** | **11 x 17 booklet, 8 pages** | **$\_\_\_\_\_\_\_\_\_\_** |
| **1d** | **12 x 17 booklet, 8 pages** | **$\_\_\_\_\_\_\_\_\_\_** |
| **1e** | **11 x 17 booklet, 12 pages**  | **$\_\_\_\_\_\_\_\_\_\_** |
| **1f** | **11 x 17 booklet, 16 pages** | **$\_\_\_\_\_\_\_\_\_\_** |
| **1g** | **11 x 17 booklet, 20 pages** | **$\_\_\_\_\_\_\_\_\_\_** |
| **1h** | **11 x 17 booklet, 24 pages** | **$\_\_\_\_\_\_\_\_\_\_** |
|  |  **Total Prices Item #1** **(add up the prices for the above items 1a. through 1h.** | **$\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |
| --- | --- |
|  |  **Price** |
|  **2.** | **SHADING OR SCREENING (alternate line, boxed areas, etc.)** |  |

|  |  |
| --- | --- |
|  **3.** | **COMPOSITION (from Contractor or TESTING & EVALUATION mock up) including one (1) proof and shipping or mailing costs** |
| **ITEM** | **FORM SIZE** | **ONE SIDE PRINTED - REGULAR PRICE** | **TWO SIDES PRINTED - REGULAR PRICE** |
|  3a | 8-1/2 x5-1/2, 8-1/2x11 | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  3b | 11x17 | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **TOTALS FOR** | **TOTAL PRICE FOR COLUMN #1** **(add up the prices for the above items 3a. through 3b)** | **TOTAL PRICE FOR COLUMN #2****(add up the prices for the above items 3a. through 3b)** |
|  | **TOTAL PRICES ITEM #3** **(add the totals for Columns 1, 2 & 3 combined)** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **4.** | **ALTERATIONS TO EXISTING COPY** |
|  |  | **RESPONSE POSITION PRICE** | **OTHER COPY PRICE** |
| **ITEM** | **FORM SIZE** | **MINIMUM**  | **MAXIMUM** | **MINIMUM**  | **MAXIMUM** |
| 4a | 8-1/2x5-1/2, 8-1/2x11 | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4b | 11x17 | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **TOTALS FOR** | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | **COLUMN 1 TOTAL** | **COLUMN 2 TOTAL** | **COLUMN 3 TOTAL** | **COLUMN 4 TOTAL** |
|  | **TOTAL PRICES ITEM #4****(add the total for Columns 1 - 4 -- 4a. through 4b. combined)** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **5.** | **CHANGE TO SKUNK MARKS, INK STRIPES OR FORM TITLE ONLY** |  |
| **ITEM** | **FORM SIZE** | **PRICE** |
| 5a | 8-1/2x5-1/2, 8-1/2x11 | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 5b | 11x17 | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  **(add up the prices for the above items 5a and 5b) TOTAL PRICES ITEM #5**  | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |
| --- | --- |
| **6.** | **PRINTING CUT SHEETS. All paper is Mark Reflex®, or equivalent.** Price includes paper, ink, plates with or without sequential numbering . Standard color combination allows black plus color on front, black plus color on back, one or two sides. All costs are per thousand |
|  |  | **FORM SIZE**  |
| **ITEM** | **QTY.** | **8-1/2 x 5-1/2** | **8-1/2 x 11** | **11 x 17** | **11 x 17****Additional for Litho Coding** | **Total Price (add across)** |
| 6a | 1000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6b | 2000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6c | 3000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6d | 4000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6e | 5000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6f | 6000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6g | 7000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6h | 8000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6i | 9000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6j | 10,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6k | 20,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6l | 30,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6m | 40,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6n | 50,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6o | 60,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6p | 70,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6q | 80,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6r | 90,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6s | 100,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6t | 200,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6u | 300,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6v | 400,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6w | 500,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 6x | 1,000,000 | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
|  | **TOTAL PRICES ITEM #6****(total of all rows for 6a. through 6x.)** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Additional Price \_\_\_\_\_\_\_% to standard 60 lb. bond price for 80 lb. Bond**

**Additional Price \_\_\_\_\_\_\_% to standard 60 lb. bond price for 100 lb. Bond**

ADDITIONAL ITEMS AS REQUESTED PER INDIVIDUAL ORDER (not required for all orders). Not included in award

|  |  |
| --- | --- |
| **7** | **Corner cuts - Price is per thousand** |
| **ITEM** | **DESCRIPTION** | **PRICE** |
| 7a | 1/6" cut to both top left and top right corner | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7b | 1/4" cut to one of top corners | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7c | 1/6" cut to one of top corners | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **8** | **Standard color combination allows black plus color on front, black plus color on back** |
| **ITEM** | **DESCRIPTION** | **PRICE** |
|  | **Costs for more than the standard color combinations:** |  |
| 8a | Black front and back plus two colors front | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 8b | Black front and back plus three additional colors regardless of on front or back | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 8c | Black front and back plus four additional colors regardless of on front or back | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**NOTE:** Only Black front and back plus two colors on front will be included in the award. Three and four additional colors are requested only as options.

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DESCRIPTION**  | **PRICE PER THOUSAND** |
| 9 | **Folding (11 x 17)**  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **PRICE PER PACKAGE** |
| 10 | **SHRINKWRAPPING** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **SET UP CHARGE** | **/M DRILLING CHARGE** |
| 11 | HOLES DRILLED | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **DROP SHIP CHARGE****(PER ADDITIONAL DESTINATION)** |
| 12 | DROP SHIP CHARGE | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DELIVERY CHARGES** | **PRICE** |
| 13a | Additional charges for “rush” delivery orders (72 hours or less) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 13b | Additional charges for “convenience” delivery orders (> 3 weeks) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Attachment D: Vendor Information Form

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

1. **Company and Contact Information**

|  |  |
| --- | --- |
| **Company Name:**  |  |
| **Company Website:** |  |
| **Contact for questions regarding this Bid** |  |
| Name:  |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Contract Renewals/Problems** |  |
| Name:  |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Sales Representative** |  |
| Name:  |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Ordering/Expediting** |  |
| Name:  |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Returns** |  |
| Name:  |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Invoice Information** |  |
| Name:  |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Affirmative Action (see Section 17 in Standard Terms and Conditions)** |  |
| Name:  |  |
| Address: |  |
| City/State/Zip: |  |
| Telephone: |  | Fax: |  | Email: |  |
|  |  |  |  |  |  |
| **Supplier Diversity Reporting (see Section 2.9)** |  |
| Name:  |  |
| Address: |  |
| City/State/Zip: |  |
| Telephone: |  | Fax: |  | Email: |  |

1. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites: <https://wisdp.wi.gov/Home.aspx> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

|  |  |  |
| --- | --- | --- |
| [ ]  Disabled Veteran Owned Business (DVB) | [ ]  Work Center (WC) | [ ]  Minority (MBE) |
| [ ]  Woman Owned Business Enterprise (WBE) | [ ]  Not Applicable |  |

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

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

|  |
| --- |
|[ ]  Large Business (LG)  |
|[ ]  Small Business (SB) |
|[ ]  Veteran Owned Small Business (VOSB) |
|[ ]  Service Disabled Veteran Owned Small Business (SDVOSB) |
|[ ]  Historically Underutilized Business Zone (HUBZONE)  |
|[ ]  Small Disadvantaged Business (SDB) |
|[ ]  Woman-Owned Small Business (WOSB) |

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

|  |  |  |
| --- | --- | --- |
| [ ]  YES | [ ]  NO | [ ]  UNKNOWN |

1. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University’s preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK (or similar), Vermiculite or mix starch and Styrofoam peanuts under any circumstances. Each product shall be separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

# Attachment E: Client Reference List

|  |  |
| --- | --- |
| Bidder Name:  |  |
| The Bidder must provide a minimum of three (3) business references. |
|  |
| 1. Reference Name: |  |
| Contact: |  |
| Address: |  |
| Phone #. |  |
| Email Address: |  |
| Fax/Internet Address: |  |
| Description and date(s) of commodities and services provided: |
|  |
|  |
|  |
|  |
| 2. Reference Name: |  |
| Contact: |  |
| Address: |  |
| Phone #. |  |
| Email Address: |  |
| Fax/Internet Address: |  |
| Description and date(s) of commodities and services provided: |
|  |
|  |
|  |
|  |
| 2. Reference Name: |  |
| Contact: |  |
| Address: |  |
| Phone #. |  |
| Email Address: |  |
| Fax/Internet Address: |  |
| Description and date(s) of commodities and services provided: |
|  |
|  |
|  |

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

# Attachment F: Standard Terms and Conditions

1.0 Specifications

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The UW-Madison shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates which may result in rejection of their bid/proposal.

 2.0 Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

 3.0 Quality

Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the University.

 4.0 Quantities

The quantities shown on this request are based on estimated needs. The University reserves the right to increase or decrease quantities to meet actual needs.

 5.0 Pricing and Discount

The University qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

 5.1

Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

 5.2

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the University thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

 5.3

In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

 6.0 Unfair Sales Act

Prices quoted to the University are not governed by the Wisconsin Unfair Sales Act.

 7.0 Acceptance-Rejection

The University reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interest of the State of Wisconsin.

 8.0 Ordering

Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by University. No other purchase orders are authorized.

 9.0 Payment Terms and Invoicing

The University normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

 9.1

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Invoice payment processing address is shown on the upper left corner of the purchase order. Send invoices to the Accounts Payable address on the purchase order. Do not send invoices to the ship to address.

 9.2

Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.

 9.3

Bidders/proposers shall include discounts for early payment (See 5.3) as a percent reduction of invoice. Invoice discounts shall be determined, where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

 9.4

Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

 9.5

Payment terms and invoicing for purchasing card will be made in accordance with the purchasing card contact.

 10.0 Taxes

The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.

 10.1

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

 11.0 Guaranteed Delivery

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

 12.0 Entire Agreement

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

 13.0 Applicable Law and Compliance

This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

 14.0 Antitrust Assignment

The Contractor and the University recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the Contractor hereby assigns to the University any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

 15.0 Assignment

No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the University.

 16.0 Disputes

Disputes should be addressed to the University Purchasing Office, Director of Purchasing Services, 21 N Park St, Suite 6101, Madison, WI 53715 1218.

 17.0 Nondiscrimination/Affirmative Action

 17.1

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

 17.2

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

 17.3

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

 17.4

Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

 17.5

To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the Contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees to obtain identical certifications from any subcontractors prior to the award of a subcontract exceeding $25,000 which is not exempt and will retain such certification for audit purposes.

 18.0 Patent Infringement

The Contractor selling to the University the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the University (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

 19.0 Safety Requirements

All materials, equipment, and supplies provided to the University must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

 20.0 Material Safety Data Sheet

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy to UW Safety Department, 30 East Campus Mall, Madison WI 53715-2609.

 21.0 Warranty

Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

 22.0 Insurance Responsibility

The Contractor performing services to the University shall:

 22.1

Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.

 22.2

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

 22.3

The state reserves the right to require higher or lower limits where warranted.

 22.4

Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.

 23.0 Cancellations

The University reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.

 24.0 Vendor Tax Delinquency

Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

 25.0 Omnibus Reconciliation Act

(Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of $25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth $25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.

 26.0 Public Records Access

It is the intention of University to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

 27.0 Proprietary Information

Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

 27.1

Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented by Contractor. All data, documentation, and innovations become the property of the State of Wisconsin.

 27.2

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

 28.0 Disclosure

If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

 29.0 Anti-Kickback Act of 1986

(41 USC 51 et. seq): To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of their knowledge, that they have no information concerning the violation of the Anti- Kickback Act in connection with the submitted bid/proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).

 30.0 Recycled Materials

The University is required to purchase products incorporating recycled materials whenever technically or economically feasible. Bidders/proposers are encouraged to bid/propose products with recycled content which meet specifications.

 31.0 Hold Harmless

The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.

 32.0 Promotional Advertising/News Releases

Reference to or use of the State of Wisconsin, any of its departments, agencies (University) or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

 33.0 Work Center Criteria

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

 34.0 Foreign Corporation

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

 35.0 Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

 36.0 Work Center Program

The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

 37.0 Child Abuse Notification

Contractor, per Executive Order 54, is required to make a report of child abuse or neglect immediately if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.

 A report must be made personally or by telephone to UWPD.

 Reports are to be made to: Emergency Phone Number: 911.

 Non-Emergency Phone Numbers: UW Police Department 608-264-2677.

 38.0 Release Information

Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University’s prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.