

Our Reference: **L19-003**

Vendors, submit this completed, signed form via email to Purchasing@uwp.edu

by **October 5, 2018; 2 PM CST** (Date)

Deadline for Questions: September 27, 2018 (Date)

Vendors please fill out the pricing below (Cost).

SCOPE OF SERVICES
<p>Refuse and Recyclable Materials Removal per attached specifications and Terms & Conditions.</p> <p>The current disposal sites are available for inspection without appointment.</p>

Check this box if you claim minority or disabled veteran preference AND attach your current certification form.

Check this box if you have attached additional information.

Payment discount: ____% off for payments made within ____ business days of a properly submitted invoice.

Pricing must be held firm for 90 days from the date of your bid.

UW-Parkside is exempt from Federal Excise and Wisconsin Sales Taxes.

Completion of the services for UW-Parkside must be made on the attached schedule. Bid for on-site services must include all travel to and from the work site.

Vendor name: _____

Attn./Contact Person: _____

Address: _____

City, State, Zip: _____

Email: _____

Signed: _____ Date: _____

By submitting this form you expressly agree to be bound by the UWPKS Terms and Conditions for Request for Bids attached.

This form is only used for the purchase of services with a total cost of less than \$50,000. Submission of this form does NOT represent a commitment from UWPKS to buy from you. An Order is only effective if confirmed by an Official UWPKS purchase order.

Vendors who provide waste disposal services for the University must provide a certificate of insurance that meets the requirements found at: <https://www.wisconsin.edu/risk-management/manual/vendor-certificates/#ref>

Vendor must complete attached Reference Form.

Bid / Proposal # _____

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

CONTRACT TERM

The initial term of this contract shall be November 1, 2018, or date of award, through October 31, 2019, or one year after date of award. This contract may be renewed for two additional one-year terms at the option of the University. The University reserves the right to extend beyond the third year if deemed to be in the best interest of the University.

TERMS OF THE CONTRACT

1. It is specifically understood and agreed that such items relative to Refuse & Recyclable Products Removal Service which are not herein covered may be added to or excluded from this bid and resulting contract by the University without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished the University by the contractor with such additional consideration as is necessary to make it legally enforceable. It is the intent of the University to acquire the Refuse & Recyclable Products Removal Service and transportation exclusively from the contractor.
2. The terms and obligations of this contract shall be applicable to Refuse & Recyclable Products Removal Services operated in various and separate locations of the University.
3. Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor shall meet regularly to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.
4. After the initial contract period, the parties upon mutual agreement may adjust the specific terms, or conditions of this contract where circumstances beyond the control of either party require adjustments. The terms shall not be renegotiated to the disadvantage of the University. All adjustments shall be proposed in writing for approval prior to becoming effective by the Contractor to University of Wisconsin-Parkside Purchasing Office, hereafter referred to in this contract as Purchasing. All required contract amendment(s) shall be issued by UW-Parkside.
5. The contractor shall be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent Board of Regents, University of Wisconsin System regulations, and municipal, county, State and Federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, property, cigarette and beverages. The Wisconsin Landfill Tax shall be passed through to the University as a flat percentage of the cost charged for trash and refuse removals.
6. The contractor shall furnish all supplies and equipment herein specified and all management and labor necessary for the efficient, sanitary and ecologically sound operation of the services included in this contract, subsequent extensions and amendments.

7. The University permits the contractor to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the University, as areas for refuse and recycling containers. Subsequent modifications of space needs shall be subject to mutual agreement of the University and Contractor.
8. The University shall have the right of inspection of all refuse and recycling areas, equipment and the operation of the contractor with respect to the quality and quantity of Service, the method of service, service hours, and generally with respect to use, safety, sanitation, and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all areas of said premises at any and all times.
9. When appropriate, the University shall advise the contractor of campus functions, which may require additional service to maximize service.

REQUIREMENTS FOR RECYCLING SERVICE

1. Recyclable products are to be picked up by the successful bidder at predetermined locations as listed in the Itemized Bid List.
2. Buildings at UW-Parkside to be serviced are as follows: University Apartments, Ranger Hall, Pike River Suites, Facilities Management Building, Greenquist Hall, Student Center, Sports & Activity Center, Tallent Hall, Rita Tallent Pickens Regional Center for Arts and Humanities Center, SMI Building. Additionally there is an off campus site at REC Center in Racine.
3. Recyclable materials will consist of containers made up of aluminum, bi-metal, steel, glass and plastics #1 thru #6. All material will be collected co-mingled. Additional materials may be added as they become recyclable. Contractor should identify additional items they would accept in the co-mingled collections.
4. Contractor will provide outside yard containers per attached itemized schedule. These containers will remain the property of the contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. The University shall inform the contractor immediately upon knowing of pilferage or destruction to the equipment. The contractor shall have full responsibility for the costs of any damage or loss to its equipment or premises and equipment of the University caused by negligence of the contractor or his employee.
5. Contractor will be required to verify that recyclables collected have been delivered to appropriate sites as required by law.

6. Contractor will be required to provide the University with the monthly billing, a statement of recyclables collected by weight each month.
7. Unacceptable waste will be collected by the contractor and charged to the University at the appropriate refuse removal rate and so noted on the monthly recycling statements.

EQUIPMENT, PICKUP SCHEDULES AND SPACE USE

1. Refuse Equipment Distribution, per attached schedule, presents the estimated required service pick-up schedules and equipment to be provided by the contractor and that provided by the University, if any. However, it is intended that at regular intervals the University and contractor with the objective of providing the best possible and cost effective service shall examine the amount, type and size of required equipment. Changes in the initial equipment and required pick-ups list shall be determined by the University and mutually agreed by the contractor and recorded in writing by the University with copy to the contractor.
2. The Refuse & Recyclable Products Removal Service program shall fulfill the need of approximately twelve (12) locations during the academic year. School calendar variations may alter the quantity and frequency of pick-ups on a schedule as determined by the University. The service may include but not be limited to such items as metal, glass, paper, plastic, wood, food waste, and other waste that may be used again in some form. The University will handle yard waste.
3. The University permits the contractor to use such spaces as necessary to carry out the terms and provisions of this contract; such spaces defined by the University as areas for refuse equipment, related auxiliary equipment, and such other space as mutually agreed.
4. Contractor will provide outside yard containers per attached itemized schedule. Ownership of all outside equipment provided by the contractor shall remain with the contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. The University shall inform the contractor immediately upon knowing of pilferage or destruction to equipment. The contractor shall have full responsibility for the costs of any damage or loss to its equipment or premises and equipment of the University caused by the negligence of the contractor or his employee.
5. The equipment shall be serviced during the entire year, but with reduced schedule for the summer session and University vacation breaks. The contractor may remove the contractor's equipment not required during these periods for other use.
6. Summer session and vacation break pick-up schedule changes shall be determined by the University and mutually agreed by the contractor and reduced to writing as specified. The Student Center schedule will remain the same year round, with no reduction for summer and vacation breaks. The University shall advise the contractor ten (10) days

in advance of the desire to affect a revised non-academic period schedule of pick-ups. Charges for pick-up during these reduced schedule periods shall be determined on the itemized charges as quoted per bid submittal.

7. Schedule adjustments of days for pick-ups from each area during the academic year shall be determined by mutual agreement of the University and contractor on a Monday through Saturday basis. Pick-ups shall be made at a time of the day mutually agreed upon and preferably starting prior to 8:00 AM. Residence Hall's pick-up times shall be after 8:00 AM. All pick-ups shall be completed not later than 4:30 PM. A container location not serviced by 4:30 PM on the specified days shall not be charged the University. Pick-ups at all locations shall be serviced at the specified minimum days per week as indicated on Appendix A.
8. The University may require additional refuse and recyclable products removal during the week at the beginning and end of each academic and Summer Session instructional periods when excess refuse is generally generated in residence halls as students move in and out. Contractor may be required to provide additional equipment and containers. Bid response must include pricing for pick-ups outside of the established schedule.
9. All changes relating to the number of pick-ups per week, per location, days of the week, and times of the day, and including semester breaks, vacations and holiday periods, shall be determined by the University and arrived at by mutual agreement with written copy of resulting changes to the contractor
10. There are sometimes loose items (empty cartons, crates, plastic bags, etc.) to be picked up at each location. While this may be at any time at a particular building, it is usually heaviest in the residence halls as students move in and out. This may include the sporadic removal of bulky items not in containers. The weights of such items are to be within reason for handling. The cost of pick-up of these items shall be included in the cost quoted per bid submittals for the container listed. Contractor is to be responsible for pickup of refuse around containers to a five (5) foot radius. Litter blown from dumping of those containers is to be kept to a minimum.

EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

1. A program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment owned by the contractor shall be instituted and carried out by the contractor. Contractor's equipment in need of repair will be replaced or repaired within twenty-four (24) hours of notification of such need by the University. The University shall not perform maintenance or repair on any equipment of the contractor. The University shall perform preventive maintenance and replacement of worn or malfunctioning equipment owned by the University. The contractor's equipment shall be equipped with "fail safe" "hold-open" mechanisms on the covers of all containers. All containers shall comply with Federal, State safety requirements and DNR rules and regulations.

2. All material, equipment and supplies provided 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 DNR and all applicable OSHA Standards. During the course of performing the service necessary to satisfy the requirements of this bid, the contractor is fully liable for public and private protection while work is in process or at any dumpsite exposed as a potential hazard. The contractor must provide warning devices and/or signs which shall be prominently installed, displayed and in working condition and be fully in compliance with the aforesaid safety regulations.
3. The contractor shall have full responsibility to arrange for disposal of all refuse collected from the University in a proper manner at a state certified site and shall comply with all rules and regulations and pay all landfill tipping fee required by private or governmental agencies pertaining to the disposal sites during the life of this contract. The UW-Parkside under contract law shall require reimbursement of all costs expended by the University in regard to any improper or illegal handling of refuse by the contractor.

The contractor shall inform the University in writing of the landfill, incinerator or composting facility site locations to be used at the start of the contract and each location change during the life of the contract. See Appendix B for a list of licensed SE Wisconsin landfills.

If proposed landfill site is not included on the State of Wisconsin list of landfills not currently suspected of contaminating groundwater and engineered to be protective of the groundwater, any additional cost to use such a site must be quoted and the optional landfill site name and number indicated.

4. The contractor shall provide the labor, equipment and supplies for routine cleaning maintenance of all equipment, including that furnished by the University if any. The contractor shall be cooperative in maintaining the pick-up areas and equipment in an orderly condition.
5. The University and Contractor shall mutually agree upon equipment placement at each location in a consistent manner not offensive to the surrounding environment. The University, at its expense, may provide protective screening shrouds for the refuse/recyclable container locations.
6. The contractor's motor vehicles used for refuse and recyclable products pick-up shall be restricted to streets, combination drive-walks, loading dock areas, and similarly surfaced locations designated by the University.

PERSONNEL, EMPLOYMENT PRACTICES AND STAFFING

1. Contractor shall at all times maintain on duty for the University an adequate staff of employees for efficient operation. The contractor shall provide headquarters management staff, made known to the University by name, to routinely review and

inspect operations, fill staff vacancies if necessary, consult with the University on current and future refuse and recycling service programs, and to act with full authority on the contractor's behalf in any and all matters pertaining to the specifications of this contract.

2. Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

ACCOUNTING AND PAYMENTS

1. The contractor shall maintain complete and accurate records in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records, invoices and route collection records pertaining to the operations at the University for a period of three (3) years from the close of each year's operation.
2. All correspondence and monthly invoices shall be sent to the Purchasing Department of the University of Wisconsin-Parkside.
3. On request of the University, the contractor shall meet with the University and review each monthly invoice, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in the contract. Monthly invoice adjustments required as a result of review and/or audit shall be identified and reflected on the next month's statement.
4. The contractor shall not charge the University for emptying of individual containers, which are found empty (little or no contents). The contractor and University shall be alert to repeat reduced individual unit pick-up service requirements (or increased requirements) and make immediate corresponding adjustments in location container sizes and/or frequency of pick-up to keep these service costs to a minimum during any weekly period. Required changes of Schedule shall be determined by the University and mutually agreed by the contractor and recorded in writing by the University, with copy to the contractor.
5. "On Call" pickups required at specific times falling outside of Schedule shall be charged at the "On Call" rates per bid submitted on the itemized bid list.
6. The contractor shall invoice the University for the service charges each month on or before the 7th day of the month following service and shall accompany this invoice with a detailed explanation of service charges. Charges shall be listed by area, containers per area, size and number of pickups per week, and itemized charge. All records and weekly pick-up schedules pertaining to the operations of this service shall be open for inspection and/or audit by the State and/or University at any and all reasonable times.
7. On a quarterly basis, contractor must report the amount of trash (in pounds) that has been land filled and the co-mingled recyclables (in pounds) collected

University of Wisconsin-Parkside Request for Bid L16-003: Refuse and Recyclable Removal Service
Itemized Specification Bid List

Refuse Equipment & Locations

Property Address	QTY/Container/Type	Freq/Days	Service	Cost per Service	Total Cost
UW PARKSIDE GRNQST HALL	1 6yd Trash Compactor	3 x Week	M, W, F	\$	\$
4134 Interloop Rd	1 8yd Recycle	2 x Week	M, TH	\$	\$
Kenosha, WI 53144					
UW PARKSIDE SPORTS & ACTIVITIES	1 6yd Trash	3 x Week	M, W, F	\$	\$
4357 Outer Loop Rd	1 6yd Recycle	2 x Week	M, TH	\$	\$
Kenosha, WI 53144					
UW PARKSIDE FACILITIES MGMNT	1 30yd Trash Open Top	On Call	On Call	\$	\$
900 Wood Rd					
Kenosha, WI 53144					
UW PARKSIDE FACILITIES MGMNT	1 2yd Trash	1 x Week	W	\$	\$
900 Wood Rd	1 6yd Recycle	1 x Odd Week	M	\$	\$
Kenosha, WI					
UW PARKSIDE RANGER HALL	1 8yd Trash	5 x Week	M-F	\$	\$
4135 Outer Loop Rd	1 8yd Recycle	1 x Week	M	\$	\$
Kenosha, WI 53144					
UW PARKSIDE PIKE RIVER SUITES	1 30yd Trash Open Top	On Call	On Call	\$	\$
3737 Outer Loop Dr	1 30yd Recycle Open Top	On Call	On Call	\$	\$
Kenosha, WI 53144					
UW PARKSIDE PIKE RIVER SUITES	1 6yd Trash	2 x Week	T, F	\$	\$
3737 Outer Loop Rd	1 6yd Recycle	1 x Week	M	\$	\$
Kenosha, WI 53144					
UW PARKSIDE RITA TALLENT PICKE	1 6yd Trash Compactor	1 x Week	W	\$	\$
4036 Interloop Rd	1 4yd Trash	3 x Week	M, W, F	\$	\$
Kenosha, WI 53144	1 2yd Recycle	2 x Week	M, TH	\$	\$
UW PARKSIDE SMI BLDG	1 2yd Trash	1 x Week	W	\$	\$
4220 Interloop Rd					
Kenosha, WI 53144					
UW PARKSIDE TALLENT HALL	1 6yd Trash	1 x Week	W	\$	\$
900 Wood Rd	1 2yd Recycle	1 x Week	M	\$	\$
Kenosha, WI 53144					
UW PARKSIDE STUDENT CENTER	1 6yd Trash Compactor	3 x Week	M, W, F	\$	\$
930 Wood Rd	1 6yd Recycle	2 x Week	M, F	\$	\$
Kenosha, WI 53144					
UW PARKSIDE UNIVERSITY APARTM	2 6yd Trash	3 x Week	M, W, F	\$	\$
4019 Outer Loop Rd	1 4yd Trash	3 x Week	M, W, F	\$	\$
Kenosha, WI 53144	1 6yd Recycle	2 x Week	M, F	\$	\$
UW PARKSIDE ROOT RIVER REC CTR	1 2yd Trash			\$	\$
1301 W 6 TH ST	1 2yd Recycle			\$	\$
Racine, WI 53404					
30yd Roll Off - Trash					\$
30yd Roll Off – Paper/Cardboard					\$
Wisconsin Generator Landfill Fee (trash)	Current % _____				
Total Lot Bid					\$

UW-PARKSIDE's Terms and Conditions for Requests for Bids

METHOD OF BID: Bidder must submit Unit Price and Extended Line Total, if applicable, and Grand Total, if applicable, on the Request for Bid. Prices listed must be in US dollars unless otherwise indicated.

METHOD OF AWARD: The award will be based upon the low total from the lowest responsive, responsible bidder which is judged to be in the best interests of UW-PARKSIDE. The right is reserved, however, to combine line item awards to reduce administrative costs.

UW-PARKSIDE may make awards to certified Minority Business Enterprise, or Disabled Veteran-Owned Business firms submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low bid. 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.

BID RESPONSIVENESS: Bids may be evaluated by the Purchasing Agent and program manager to verify that they meet all specified requirements in this RFB and that they comply with all instructions of this Bid.

The verification process may include requesting reports on the Bidder's financial stability, requiring verbal presentations or product demonstrations at UW-PARKSIDE or vendor's location, and/or reviewing results of past awards to the vendor by the State of Wisconsin or any of its agencies. Failure of a Bidder to comply with verification requests may result in rejection of the bid. The verification process cannot be used as an opportunity to alter bids submitted. UW-PARKSIDE shall be the sole judge of the results of the verification process.

All specifications are mandatory minimum requirements unless otherwise stated. Failure to meet a mandatory requirement shall result in the Bid being deemed non-responsive. Bidders are encouraged to ask questions to resolve any ambiguities in Bid specifications (specs that are written too restrictively, are internally inconsistent, etc.). Bidders are also encouraged to submit responses even if all mandatory requirements are not met because Purchasing reserves the right to delete specifications, conditions of Bid or items not Bid if no Bidder is able to comply with the requirement.

UW-PARKSIDE reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted, and to accept any part of a bid as deemed to be in the best interests of the State of Wisconsin. UW-PARKSIDE further reserves the right to waive any mandatory requirement if fewer than 50% of the Respondents are able to comply with the requirement.

UW-PARKSIDE reserves the right to (1) reject all Bid responses and make no award; (2) waive irregularities or technicalities in Bid responses; (3) request clarifying information from Bidders; (4) make a partial award; and (5) accept or reject all or part of any Bid response submitted.

All bids must be signed on the Bidder Signature block or they shall be deemed non-responsive and be rejected.

COMMUNICATION/QUESTIONS: From the date of release of this RFB until award, the only permissible communication regarding this Bid is in writing to Purchasing@uwp.edu, unless otherwise indicated by the Purchasing Office. Violation of this condition may be considered sufficient cause for Bid rejection. The subject line of the email must be labeled "Bid Number (found on the Bid Cover Sheet)- Question"

It is incumbent upon bidders to point out any possible discrepancies, omissions or ambiguities using the process outlined above to submit questions. This includes alerting UW-PARKSIDE to any non-standard specifications. By failing to do so, bidders waive the right to claim any provision of this Bid is ambiguous. Any clarifying addendum will be posted as set forth herein.

The deadline for any questions concerning this RFB is as set forth on the cover sheet of this Bid. Any questions received after that time may not result in an addendum answering the question.

UW-PARKSIDE's Terms and Conditions for Requests for Bids

BID SUBMISSION: The method of submission shall be as set forth on the Request for Bid: by email. Details with respect to each method of submission are provided below. All bids must be signed on the Bidder Signature block or they shall be deemed non-responsive and be rejected.

Bid openings are public unless otherwise specified. The names of the bidders may be read aloud at Bid opening. Records will be available for public inspection after award of the contract. Bidder should contact the Purchasing Agent named on the Bid Cover Sheet for an appointment to view the Bid record.

Delivered via Email

If Bidder is submitting a Bid via email to Purchasing Office, Bidder shall submit to Purchasing@uwp.edu. Such email (and all Bid documents) must be received prior to the Bid due date set forth on the cover sheet of this bid.

The subject line of bidder's submission must contain the following: **"Bid response" followed by "Bid number, date due, and bidder's company name."** Any attachments to electronic submissions must be in Microsoft Word, Microsoft Excel, Microsoft Power point, Adobe PDF, or ZIP file formats and under 10MB in size. UW-PARKSIDE will not accept responsibility for any network or power outages that may occur during the transmission of bids. Electronic or digital signatures are acceptable, but subject to verification.

Submitting a Bid to an e-mail address other than Purchasing@uwp.edu will not constitute receipt of a valid Bid by the Purchasing Office.

BIDDING EQUAL OR BETTER: Bids on alternate or substitute items "equal or better" will be considered if indicated in the Bid specifications. To be considered responsive, full descriptive literature must be included and bidder must specifically highlight or direct UW-PARKSIDE to the precise place in the literature that demonstrates all of the specifications are equal or better. Bidder must specifically circle and explain any deviations from the Bid specifications. The Purchasing Director shall be final judge as to whether an item meets the specifications for the bid.

MULTIPLE BIDS: Multiple bids from a vendor will be permissible, however, each Bid must conform fully to the requirements for Bid submission. Each such Bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

JOINT BIDS: In the event a group of bidders elects to jointly submit a Bid, there may only be a single Bidder designated as the prime, but all participating bidders must be identified in that Bid. The designated prime Bidder will be responsible for all matters related to the provision and invoicing subject to this Bid and any resulting contract. UW-PARKSIDE will make contract payments to only the Bidder awarded the Bid.

UW-PARKSIDE reserves the right to accept the prime Bidder, but reject any secondary Bidder. The prime Bidder will have the option of withdrawing its bid, without penalty, or replacing the rejected secondary Bidder.

BID PRICING HELD FIRM: Bid pricing shall be held firm for sixty (60) days from date of Bid opening, unless otherwise noted.

INCURRING COSTS: UW-PARKSIDE shall not be liable for any cost incurred by a Bidder in the process of responding to this RFB.

NEWS RELEASES: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of UW-PARKSIDE.

SHALL AND MUST ARE MANDATORY: "Must" or "shall" are mandatory requirements.

REASONABLE ACCOMMODATIONS: UW-PARKSIDE will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities, upon request. If a Bidder believes it needs accommodations the site visit, contact Purchasing Agent listed on the Bid Cover Sheet.

UW-PARKSIDE's Terms and Conditions for Requests for Bids

PROPRIETARY INFORMATION: Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3027 and submitted as set forth on the Bid Cover Sheet. Marking of the entire response as proprietary will neither be accepted nor honored. UW-PARKSIDE 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 4.15.23). 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>

ACCEPTANCE OF BID/PROPOSAL CONTENT

The contents of the Proposal of the Successful Proposer will become contractual obligations if procurement action ensues.

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, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. UW-PARKSIDE shall be the sole judge of equivalency. Proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their Proposal.

DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

QUALITY

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

QUANTITIES

Any quantities shown on this request are based on estimated needs. UW-PARKSIDE reserves the right to increase or decrease quantities to meet actual needs. UW-PARKSIDE does not guarantee to purchase any specific quantity or dollar amount. Any resulting contract shall not be construed as mandatory for UW-PARKSIDE. UW-PARKSIDE reserves the right to issue separate Proposals when deemed in the best interest of UW-PARKSIDE.

DELIVERY

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

PRICING AND DISCOUNT

UW-PARKSIDE qualifies for educational discounts. Unit prices shall reflect these discounts.

Unit prices shown on the 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.

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

UW-PARKSIDE's Terms and Conditions for Requests for Bids

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).

UNFAIR SALES ACT

Prices bidd to the State of Wisconsin are not governed by the Unfair Sales Act.

ACCEPTANCE-REJECTION

Bids/Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/Proposal is due. Bids/Proposals date and time stamped in another office will be rejected. Receipt of a bid/Proposal by the mail system does not constitute receipt of a bid/Proposal by the purchasing office.

WORK CENTER CRITERIA

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

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.

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 and <https://acquisition.gov/far/index.html> see section 52.209-6.

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.

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.

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.

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

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.

RECYCLED MATERIALS

The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Proposers are encouraged to bid products with recycled content which meet specifications.

BACKGROUND CHECKS OF CONTRACTED INDIVIDUALS

The Contractor warrants they are supplying individuals to perform the terms of the contract who have passed a criminal

UW-PARKSIDE's Terms and Conditions for Requests for Bids

background check conducted by a criminal background check vendor selected by the contractor that includes a check of the vendor's national criminal background check database, including sex offender registry checks. The Contractor must demonstrate the individual has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children [and medical patients, if applicable]. Contractor must provide the results of the criminal background check to the University upon request. Contractor shall not assign any individual to commence work on this Contract without first completing the required criminal background checks. Contractor agrees to defend, indemnify, and hold harmless the University, the Board of Regents, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.

CHILD ABUSE OR NEGLECT NOTIFICATION

Contractor is required to make a report of child abuse or neglect immediately if, in the course of service, the Contractor (including Contractor's employees, affiliates, or volunteers) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor 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 UW-Parkside police, local law enforcement, or the local department of human services. If the incident or threat of child abuse or neglect involves an allegation against a UW employee or agent (e.g., student, volunteer, etc.) or the incident or threat of child abuse or neglect occurred on the UW-Parkside campus or during a UW sponsored activity, the reporter must also notify the UW-Parkside Office of Diversity and Inclusion.

ON SITE SERVICE

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

CONTRACT

If your bid is accepted and a contract/purchase order issued, the bid form, these terms and conditions, and any contract terms and conditions shall constitute the entire contract between Vendor and UW-PARKSIDE concerning the subject matter of the bid, superseding any prior proposals, negotiations, conversations, discussions and contracts among the parties. No amendment or modification to the contract shall be effective unless the same shall be in writing and signed by both Parties. UW-PARKSIDE will not be bound by any terms and conditions included in contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

The following documents are herein expressly incorporated by reference to this bid: UW-PARKSIDE Purchase Order/Contract (if issued), the Terms and Conditions for Request for Bids, and your Bid Response. In the event of a conflict of terms, the order of priority shall be (1) Request for Bid, (2) any UW-PARKSIDE contract terms cited in the Request for Bid; (3) Terms and Conditions for Request for Bid, (3) Purchase Order (if issued) and (4) your Bid Response.

MATHEMATICAL ERRORS

Except as provided herein, UW-PARKSIDE will not check a bidder's math.

If an apparent low bidder makes a mathematical error in arriving at the extended line totals, UW-PARKSIDE will interpret the error in the manner most beneficial to UW-PARKSIDE, make commensurate adjustments to the unit price (i.e., by holding the bidder to the unit price listed on the bid even if it conflicts with the extended line total divided by the number of units; or by holding the bidder to the unit price arrived at by dividing the extended line total by the number of units, even though less than the unit price actually listed) and make the award on that basis.

If an apparent low bidder makes a mathematical error to UW-PARKSIDE'S benefit in the summation of the extended line totals, UW-PARKSIDE will allocate the difference between the correct total and the listed total equally among all items bid to arrive at a lower adjusted unit price for each item bid (as initially adjusted above if there is a mathematical error in arriving at the extended line totals).

If an apparent low bidder makes a mathematical error to UW-PARKSIDE'S detriment in the summation of the extended line totals, UW-PARKSIDE will make the award based on the correct summation of the extended line totals and hold the bidder to the unit price listed (as adjusted above if there is a mathematical error in arriving at the extended line totals).