

BIDS MUST BE SEALED & ADDRESSED TO:

AGENCY ADDRESS:

University of Wisconsin-Whitewater
Procurement Department, RM 139
800 W Main Street
Whitewater, WI 53190

REQUEST FOR BID

THIS IS NOT AN ORDER

BIDDER (Name and Address)

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

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # UN-C-0002. **Late bids will be rejected.**

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

Bids MUST be in this office no later than

October 7, 2022

Name (Contact for further information)

Ryan Moore

September 12, 2022

Phone

Date

262-472-1633

Quote Price and Delivery FOB

University of Wisconsin-Whitewater

☐ Fax bids are accepted

☒ Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		UW Whitewater Banners		

Payment Terms **Net 30 Days**

Delivery Time **TBD**

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We claim disabled veteran owned business bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

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

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

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

This form can be made available in accessible formats upon request to qualified individuals with disabilities

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SECTION 1: INTRODUCTION AND PURPOSE

The University of Wisconsin Whitewater, Marketing and Communications, intends to use the results of this Request for Bid for the updating of campus signage.

SECTION 1.1: Definitions

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

Agency:	An office, department, Agency, institution of higher education, association, society or other body in State government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.
Bid:	A price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell. For the purposes of this RFB, a Bid includes all requisite forms, response completed as instructed.
Bidder:	A person or firm that responds to this Request for Bid.
Commodity:	A tangible article of trade or item of merchandise; goods, products, materials, supplies, or finished products. A Commodity is not a Service for purposes of this RFB, but a Commodity may include incidental or related Services.
Contract:	The written agreement between the successful Bidder and the State covering the commodities and Services to be performed pursuant to this RFB.
Contractor:	The person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide equipment, materials, supplies, contractual Services, or leasing real property to the Procuring Agency.
Contract Manager:	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals, and termination.
Disabled Veteran-Owned Business (DVB):	A business that has been certified by the Department of Administration under Wis. Stat. §16.283.
Minority-Owned Business Enterprise (MBE):	A business that has been certified by the Department of Administration under Wis. Stat. §16.287
Notice of (Intent to) Award:	A writing issued by the Procuring Agency notifying all Bidders of the Procuring Agency's intent to award a Commodity Contract to the successful Bidder(s), or in the case of Services, the Procuring Agency's intent to award a Contract to the successful Bidder(s).
Purchasing Card (PCard):	A charge card issued to an authorized state employee through the Department of Administration, State Bureau of Procurement's Purchasing Card Contract.
Procuring Agency:	The State Agency conducting the purchasing transactions.
Specification:	A descriptive statement of the physical, functional and performance characteristics of the Commodity or service required by the Procuring Agency. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing or preparing a supply item for delivery, or the necessary performance criteria. When used throughout this RFB, this term is used interchangeably with the term "requirement".

Section 1.2: PURPOSE AND SCOPE OF THE REQUEST FOR BID

The UW Whitewater Procurement Department, requests Bids for the purchase of Signage, and intends to use the results of this process to award a Contract. The UW Whitewater Procurement Department does not guarantee it will purchase any specific quantity or dollar amount. Bids that require a minimum number of commodities or Services be ordered will be rejected. There will be no guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract.

SECTION 1.3: Contract Term

This Contract will run for an initial ONE-year period. The Procuring Agency and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional ONE-year period. The Contract shall be effective on the date it is executed by the Procuring Agency. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

The RFB documents, the awarded Bidder's response as accepted by the UW Whitewater Procurement Department, and any purchase order related to this RFB shall become the Contract between the parties unless a separate Contract is executed.

SECTION 2.0: BIDDER QUALIFICATIONS AND REQUIREMENTS

SECTION 2.1: Calendar of Events

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

DATE	EVENT
September 14,2022	Date of Issue of the RFB
September 21,2022@ 3:00 PM CT	Date Questions Due
September 23,2022	Responses to Questions Posted
October 3,2022 @ 3:00 PM CT	Bids Due from Bidders
October 11,2022	Anticipated Award Date
October 21,2022	Contract Start Date

SECTION 2.2: Correspondence, Clarifications and Questions

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by September 23,2022 before 3:00 PM CT. If at any time prior to the Bid due date a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder shall immediately notify the Procuring Agency representative named below of the issue in writing and request modification or clarification of the RFB document.

Email is the preferred method of written contact. Please email to: moorer@uww.edu

All communication and/or questions on all matters regarding this Bid shall be made in writing and refer to Request for Bid #UN-C-0002 and be directed to Ryan Moore, Director of Procurement

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted to the Wisconsin eSupplier Portal.

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except Ryan Moore is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. Ryan Moore may authorize in writing contact or communication with another State

employee or officer as circumstances may dictate. Prospective Bidders who hold a current Contract with the Procuring Agency may continue to communicate with the Procuring Agency Contract Administrator regarding the performance of that current Contract only.

SECTION 2.3: Wisconsin eSupplier Portal Registration

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/Commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Bidders may use the same internet address for inclusion on the Bidders list for goods and Services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive email notices of these simplified bid opportunities. Bidders may also visit VendorNet on the internet at <https://VendorNet.wi.gov> to get information on State purchasing practices and policies, goods and Services that the State buys, and tips on selling to the State.

SECTION 2.4: Submitting a Bid

Bidders have Two (2) options in responding to this RFB.

SECTION 2.5: Hard Copy Bid Submittal

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

USPS ADDRESS	COMMON CARRIER ADDRESS
Ryan Moore	Ryan Moore
University of Wisconsin-Whitewater	University of Wisconsin-Whitewater
Admin Affairs-Procurement; Hyer Rm 139	Admin Affairs- Procurement; Hyer Rm 139
800 W. Main St	800 W. Main St
Whitewater, WI 53190	Whitewater, WI 53190

All Bids shall be received and time-stamped at the above location no later than October 7, 2022 @ 3:00 PM CT. Bids not time-stamped will be considered late and rejected. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the UW Whitewater Procurement Department.

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

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

Hand Delivered Bids:

The UW Whitewater Procurement Department, at 800 West Main Street, Whitewater, WI 53190, Hyer Hall, Room 139. Procurement is located in Financial Aid Suite, please instruct the front desk personal that Procurement Department must be contacted for prompt pickup. The Bidder shall allow ample time for Procurement Department to obtain the required Bid time-stamp

The State is not responsible for deliveries that do not reach the Procurement Department by the required due date and time.

SECTION 2.6: Email Bids

An emailed Bid SHALL be received by the UW Whitewater Procurement Department prior to the Bid opening due date and time, at the place shown on the Request for Bid.

Prior to the Bid opening deadline, the Bidder is responsible for confirming that their emailed Bid response has been successfully received by the Procuring Agency. Proof of transmission doesn't constitute proof of receipt. In addition, the required form (DOA-3070) shall be signed and returned via mail or fax within one (1) business day after the Bid opening due date for continued consideration of the Bid.

Bid responses shall be emailed to moorer@uww.edu. Submitting a Bid to any email address other than moorer@uww.edu, does not constitute receipt of a Bid by UW Whitewater Procurement Department.

It is the Bidder's responsibility to verify that the emailed Bid has been timely received and delivered to the Procuring Agency by the Bid opening date and time. The Procuring Agency is not responsible for late receipt of a Bid, regardless of the reason for the delay. Proof of transmission doesn't constitute proof of receipt.

Emailed Bids that do not meet this requirement will be rejected.

SECTION 2.7: Format of Bid Response

Bidders responding to this RFB **outside** of the Wisconsin eSupplier Portal shall comply with the following format requirements:

Signed Request for Bid Sheet: Include the signed, required form (DOA-3070) with the Bid and those certifications required for submittal of a Bid. Bids submitted in response to this RFB shall be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. **DO NOT COPY AND RETURN THE ENTIRE BID DOCUMENT.**

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

State of Wisconsin Standard Terms and Conditions (DOA-3054) and State of

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

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

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

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

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

SECTION 2.8: Incurring Costs

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

SECTION 3.0: BID ACCEPTANCE AND AWARD

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

SECTION 3.1: Bid Opening

There will be no public opening of the bid submissions.

SECTION 3.2: Bid Acceptance

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

SECTION 3.3: Method of Award

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

The UW Whitewater Procurement Department intends to award to ONE Bidders, whichever is judged to be in the best interest of the State. The State is the sole determinant of its best interests.

Award(s) will be based on LOW COST FACTOR.

SECTION 3.4: Methods of Bid

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

SECTION 3.5: Cancellation and Termination

TERMINATION FOR CAUSE

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The Contractor may terminate this Contract after providing the State a one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

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

TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State of Wisconsin by providing at least a thirty (30) calendar day notice to the Contractor, and the Contractor providing at least a one hundred and twenty (120) calendar day notice to the State in advance of the intended date of termination.

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

CONTRACT CANCELLATION

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

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

SECTION 3.6.1 Minority-Owned Business Enterprise

Minority-Owned Business Enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at:

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

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

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

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

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

SECTION 3.6.2 Veteran-Owned Business

The State Bureau of Procurement encourages the participation of Veteran-Owned

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

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

SECTION 3.6.3 Disabled Veteran-Owned Business

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

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

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

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

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

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

SECTION 3.6.4 Woman-Owned Business Enterprise

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

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

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

SECTION 3.7 Award Notification

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

SECTION 3.8: Protest and Appeals Process

SECTION 3.8.1: Protests

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

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

Director of Procurement
University of Wisconsin-Whitewater
800 West Main Street, Room 139
Whitewater, Wisconsin 53910

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

The decision of the University regarding the protest may be appealed to the University of Wisconsin System, Director of Procurement, within five working days after denial by the University, with a copy of such appeal filed with the University.

SECTION 4.0: GENERAL SPECIFICATIONS OF BID

See below in Detail 1, 2, 3 and 4

ATTACHMENT A – BIDDERS RESPONSE SHEET

NOTE: This form **must be returned** with your bid response. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

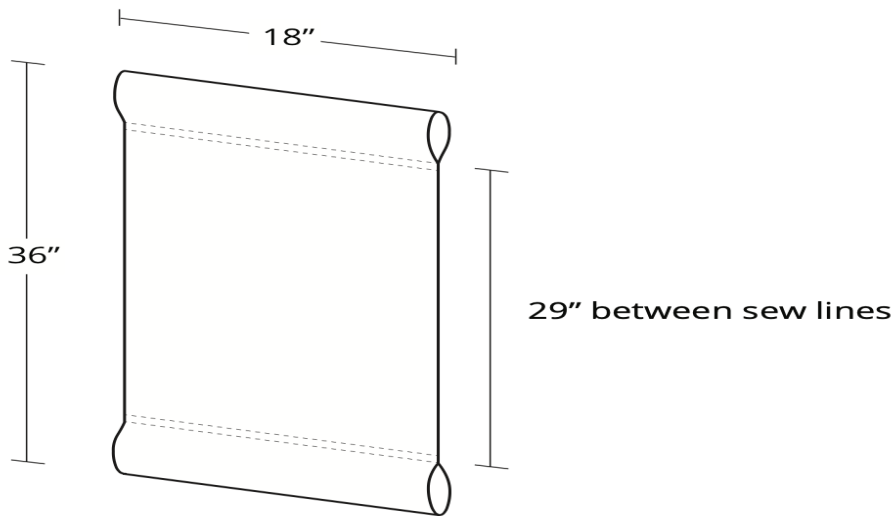
	YES	NO
Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
What order method will you accept orders against this contract:		
<input type="checkbox"/> E-mail		
<input type="checkbox"/> Other: _____		
Are you in the business of providing the commodities and services required for this RFB and has your company or its principals done so for the past five (5) years?	<input type="checkbox"/>	<input type="checkbox"/>
Do you meet all the requirements and specifications (Details 1,2,3 and 4) with this bid?	<input type="checkbox"/>	<input type="checkbox"/>
Do you agree to the specified payment terms?	<input type="checkbox"/>	<input type="checkbox"/>
Do you agree to subcontracting terms and conditions?	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT B – ITEMIZED BID LIST

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

ITEM	QTY.	DESCRIPTION	TOTAL PRICE
1.	200	Light Pole Banners (18"x36"- See Detail #1) (Include detailed product specifications with latest printed literature, illustration (picture) of product, warranty information.) Installation to be completed by UW Whitewater	\$ _____ \$ _____ Price with hardware
2.	1	Hyland Wall Banner (82'x50' – See Detail #2) (Include detailed product specifications with latest printed literature, illustration (picture) of product, warranty information.)	\$ _____
3.	1	University Center-South Windows (See Detail #3) (Include detailed product specifications with latest printed literature, illustration (picture) of product, warranty information.)	\$ _____
4.	1	University Center-North Windows (See Detail #4) (Include detailed product specifications with latest printed literature, illustration (picture) of product, warranty information.)	\$ _____
5.	1	Installation (Exclude the Light Pole Banners)	\$ _____
6.	1	Shipping: FOB Destination	\$ _____
7.	1	Warranty: Must include a 1-year, fully warranty, including part and workmanship	\$ _____
8.	1	Discount: Educational or University Discount	\$ _____
		TOTAL ITEMIZED BID REQUIREMENTS	\$ _____

Detail #1: Light Pole Banners



Specifications:

Qty: ~200 (12 different designs)

Size: 18" x 36"

Material: Matte Finish Double Sided Block-Out

Print: CMYK, double sided

Finish: Double stitch pole pockets

Installation not required

Location of New Signage(Pictures)



Detail #2: Hyland Wall Banners



Specifications:

Qty: 1

Size: 82' x 50' overall

Material: Perforated Mesh Vinyl

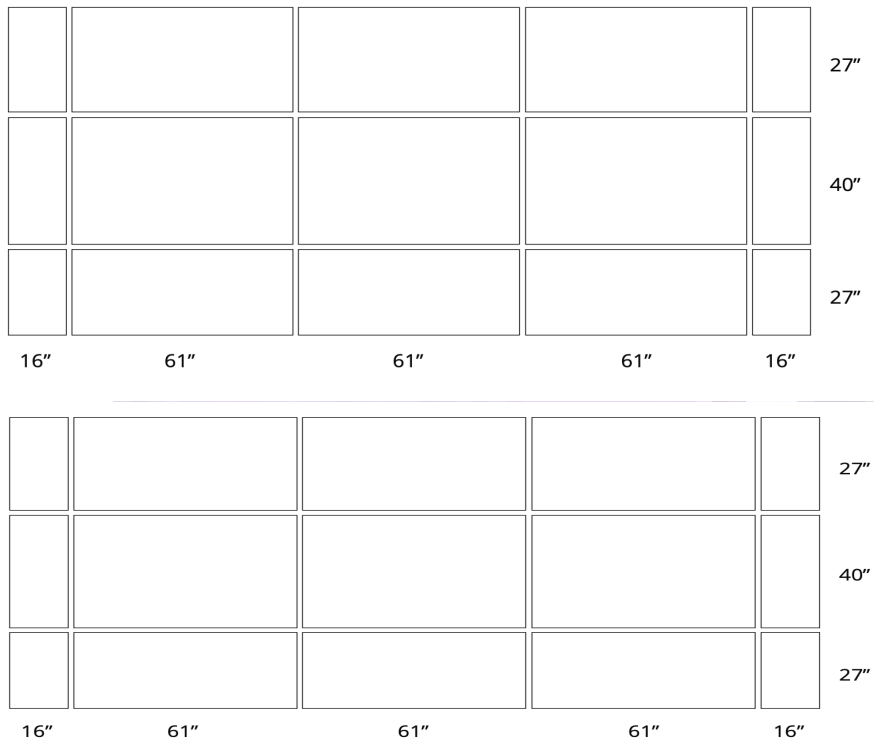
Print: CMYK

Removal of existing banner/Installation of new required, including new hardware.

Location of New Signage(Picture)

See above

Detail #3: University Center – South Windows



Specifications:

2 banks of windows, dimensions as shown above

Material: Perforated Window Film w/ Laminate

Print: CMYK

Installation required

Location of New Signage(Picture)



Detail #4: University Center – North Windows

	16-3/4"	68"	68"	68"	16-3/4"	
64-5/8"						
83"						
39"						
26-1/4"						

	16-3/4"	68"	68"	68"	16-3/4"	
						30"
						36"
						30"

Specifications:

2 banks of windows, dimensions as shown

Material: Perforated Window Film w/ Laminate

Print: CMYK

Installation required

Location of New Signage (Picture)



VENDOR INFORMATION (DOA-3477)

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:			

Contract Renewals / Problems

Name:			
Telephone:			

Sales Representative

Name:			
Telephone:			

Ordering / Expediting

Name:			
Telephone:			

Returns

Name:			
Telephone:			

Invoice Information

Name:			
Telephone:			

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

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

Supplier Diversity Reporting (see Section 2.9)

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

VENDOR INFORMATION FORM CONT.

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

<https://wisdp.wi.gov/Home.aspx> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

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

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

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

____ LARGE BUSINESS (LG)

____ SMALL BUSINESS (SB)

____ VETERAN OWNED SMALL BUSINESS (VOSB)

____ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

____ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)

____ SMALL DISADVANTAGED BUSINESS (SDB)

____ WOMAN-OWNED SMALL BUSINESS (WOSB)

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

____ YES ____ NO ____ UNKNOWN

VENDOR REFERENCE (DOA-3478)

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

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

3. Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ E-mail Address: _____
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.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION (DOA-3027)

State of Wisconsin
Department of Administration
Division of Enterprise Operations
DOA-3027



State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
FAX (608) 267-0600

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #UN-C-0002 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

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

Company Name	_____
Authorized Representative	_____
	Signature
Authorized Representative	_____
	Type or Print
Date	_____

This document can be made available in accessible formats to qualified individuals with disabilities.

STANDARD TERMS AND CONDITIONS (DOA-3054)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

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

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

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

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

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

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

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

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

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

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

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

36.0 ANTI-KICKBACK ACT of 1986: 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).

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 262-472-4660.

- 38.0 RELEASE OF INFORMATION:** Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University's prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.
- 39.0 DISCRIMINATORY BOYCOTTS IN ISRAEL:** Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

