|  |  |
| --- | --- |
| **University of Wisconsin - Madison** | |
| **SIMPLIFIED**  **REQUEST FOR BID** THIS IS NOT AN ORDER | **AGENT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Questions regarding this bid** – **see Section 3.1**  **For Submittal of Bid Instructions – see Section #1.** |
| **SIMPLIFIED BID**  **BID NUMBER: 1X-3XXX**  **NO PUBLIC OPENING**  **ISSUE DATE:**  **DUE DATE: 2:00 PM CST/CDT**  If **NO BID** (check here) and return. | Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the UW-Madison Purchasing Services.  Unless otherwise noted, public openings will be on the date and time specified. |
| **TITLE/DESCRIPTION OF BID**  for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or one year after date of award, and will be automatically renewed for \_\_\_ additional one-year terms.  The current contract may be viewed at <http://www.bussvc.wisc.edu/purch/contract/wp5xxx.html>. | |

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

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

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

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

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

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**INTRODUCTION**

# SECTION #1: SUBMITTAL INSTRUCTIONS

**INFORMATION IN SHADED BOXES WILL NOT APPEAR IN BID DOCUMENT. THE DOCUMENT IS INTENDED TO ASSIST AGENTS TO ESTABLISH BIDS. IT INCLUDES CONDITIONS THAT ARE ROUTINELY USED AND SHOULD BE EDITED APPROPRIATELY. SEE** [IPP #23](http://www.bussvc.wisc.edu/purch/ipp/ipp23.html) **FOR MORE INFORMATION.**

**BIDS MUST BE DELIVERED TO:**

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

**AGENT NOTE: Include instructions for submitting other number of copies of bid required.**

**NUMBER OF COPIES TO BE SUBMITTED:**

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

**RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES**

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

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

**AGENT NOTE: If accepting fax bids, be aware of sizeable price lists!**

**AGENT NOTE: Use Agent discretion if fax/e-mail bids are acceptable**

**FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED. [AGENT CHOOSE]**

**[AGENT: CHOOSE]**

**If faxing or e-mailing,** the University will accept completed bids **[faxed to** **(608) 262-4467]** or **[e-mailed to** [bids@bussvc.wisc.edu](mailto:bids@bussvc.wisc.edu)**]** **[AGENT: CHOOSE]**, provided(i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date **(.)** **AND (ii) only one copy is required if [faxing or emailing] [AGENT: Choose] or the number of copies indicated above are mailed or hand delivered to Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218** **by 2:00 p.m. CST/CDT on the next business day following stated bid due date.] [AGENT: CHOOSE]**

Submitting a bid to any other e-mail address than [bids@bussvc.wisc.edu](mailto:bids@bussvc.wisc.edu)does not constitute receipt of a valid bid by Purchasing Services.  Proof of transmission doesn't constitute proof of receipt.  E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials *(***not typed or electronic signatures***)*, or those pages that require signatures and/or initials must be signed and returned via fax (608-262-4467) and should be received prior to 2:00 p.m. **CST/CDT** on the stated due date.

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

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**VENDOR NOTE: FOR THE PURPOSES OF THE RETURN ADDRESS LABEL, IF THE ADDRESS IS THE SAME AS YOU LISTED ON THE REQUEST FOR BID FORM – YOU DO NOT NEED TO FILL OUT THE RETURN ADDRESS LABEL.**

**RETURN ADDRESS LABEL:**

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

|  |
| --- |
| **SIMPLIFIED BID**  **NUMBER: 1X-3XXX**  **DUE DATE: XX/XX/XX TIME: 2:00 PM CST/CDT**  **SHIP FROM:**  **VENDOR NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SHIP TO:**  **UNIVERSITY OF WISCONSIN-MADISON**  **PURCHASING SERVICES**  **21 N PARK ST, SUITE 6101**  **MADISON, WI 53715-1218** |

**BID RESPONSE: Section advises bidders what they are required to submit with their bid. The statement “failure to provide this information with your bid may...” gives you the opportunity to request a bidder to submit missing required documents provided they do not contain prices, within a specified time period. If you choose to request information or disqualify a bid, you must treat all bidders consistently.**

**NOTE: A submitted bid MUST contain all of the prices, or MUST BE DISQUALIFIED.**

**AGENT: Request adequate number of copies to eliminate need for duplicating!**

1. **BID RESPONSE REQUIREMENTS:**

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

1. Request for Bid Form **(signed)**

**AGENT NOTE: Specify if drawings/samples are required.**

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

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

4. Itemized Bid List (Attachment C)

5. Vendor Information Sheet (Attachment D)

6. Client Reference List (Attachment E)

7. Certification of Site Visit form (Attachment H)

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

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# SECTION #2: GENERAL INFORMATION

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

* 1. Purpose:

The University of Wisconsin-Madison, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **[AGENT NOTE: Requesting Department if needed]** hereinafter referred to as "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_," requests bids for the purchase of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Scope:**

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

* 1. Definitions:

The following definitions are used throughout this document:

**Agent** means UW Madison Purchasing Agentresponsible for this Request for Bid. Full contact information can be found in Section 3.1.

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

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

**Department** means UW-Madison Department of \_\_\_\_\_\_\_\_\_\_\_.

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

**MBE** means Minority Business Enterprise.

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

**RFB** means Request for Bid.

**State** means State of Wisconsin.

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

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

2.3 Electronic Commerce/Online Ordering:

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

2.4 Campus Delivery Requirements:

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

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

2.4.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30’ truck policy referenced in Section 2.4.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

2.5 Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.6 Promotional Materials/Endorsements:

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

2.7 Energy Star:

The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star™ requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) and the EPA. It is not mandatory that every device offered under this bid meet Energy Star requirements but the bulk of the product line should be energy efficient. Bidder should identify those items which meet the Energy Star requirements on the Bidder Response Sheet.

**2.8 Supplier Diversity**

**2.8.1 Minority Business Enterprise Program (MBE)**

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

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

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

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

**2.8.2 Woman Owned Business (WBE)**

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

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

**2.8.3 Disabled Veteran Owned Business (DVB)**

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

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

MADISON, WISCONSIN 53715-1218 PAGE # OF ??

# SECTION #3: RFB PROCESS INSTRUCTIONS

* 1. Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this request **(must) (should)** **[AGENT: CHOOSE ONE]** be in writing and must reference the bid number. Bidders are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

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

ADMINISTRATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Agent Name)**

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: [first.last@wisc.edu](mailto:xxxxxxx@bussvc.wisc.edu)

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX 608/262-4467

**[AGENT: CHOOSE]**

Technical: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(Technical Contact Name)**

E-mail: [first.last@wisc.edu](mailto:xxxxxxx@bussvc.wisc.edu)

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

* 1. Applicable Dates: (Optional)

|  |  |
| --- | --- |
| **Date**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- 2:00 PM CST/CDT | **Event**  Date of Issue of the RFB  Written questions due  Bidder Conference/Site Visit  RFB Due Date (Local Madison Time) |

**CONTRACT TERM: Insert beginning and ending dates of the contract. When bidding an on-going contract, dates should coincide with previous time period. When bidding a partial rebid and/or adding to part of an on-going contract, ending dates must coincide with current contract. Contracts with option to renew for more than two additional terms require prior DOA approval.**

**AGENT NOTE: Choose whether it is a THREE (3) year or FIVE (5) year contract. If five years, an example of how the language would read:**

The initial term of this contract shall be January 1, 2008 **(CONTRACT START DATE)** or date of award, through December 31, 2010 **(CONTRACT END DATE)** or one year after date of award. This contract will be automatically renewed for two additional one-year terms with a contract end date of December 31, 2012.

**AGENT NOTE: Choose whether to auto renew OR not auto renew.**

**AGENT NOTE: Make sure number of days chosen for non-renewal works for this contract and allows agent enough time to rebid.**

## **3.3 Term of Contract**

The initial term of this contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT START DATE)** or date of award, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT END DATE)** or **[insert number of years] \_\_** year after date of award. **[This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, (90) (\_\_\_\_) [AGENT: CHOOSE ONE] calendar days prior to expiration of the initial and/or succeeding Contract term(s)**.**]** or **[The University has the option to renew this contract into its second and third years. Such renewal will be by mutual agreement of University and the Contractor(s).] [AGENT: CHOOSE ONE]**

**-OR-**

## **3.3 Term of Contract**

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run for \_\_\_\_\_\_\_ year from that date, with an option to renew for \_\_\_\_\_\_\_\_ additional \_\_\_\_\_\_\_‑year periods.

## **3.3 Term of Contract**

This contract shall automatically be extended into its **(second and third** **years) (fourth and fifth years) [AGENT: CHOOSE ONE]** unless the Contract Administrator is notified in writing by the Contractor; or the Contractor is notified by the Contract Administrator in writing **(90) (\_\_\_\_) [AGENT: CHOOSE ONE]** calendar days prior to expiration of the initial and/or succeeding contract term(s).

3.4 Bidder Conference:

A Bidder’s Conference will be held at (\_\_\_\_\_\_\_) **[TIME]** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DATE]** in Room \_\_\_\_\_\_\_\_ **[ROOM#]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[LOCATION]** to respond to questions and to provide any additional instruction to Bidders on the submission of their bid. **Bidder (must) (should) [AGENT: CHOOSE ONE] attend the Bidder’s Conference in order for their bid to be considered for an award**. Any changes to the bid as a result of the Bidder’s Conference shall be issued in the form of an Amendment which will be sent to all recipients of the initial RFB.

**AGENT NOTE: If you use the first, second or third choice below, bidder must visit site or they cannot be considered for award.**

3.5 Site Visit:

Bidder must visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. **The mandatory site visit will be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [DATE] at \_\_\_\_\_\_\_a.m./p.m. [TIME] in Room \_\_\_\_ [ROOM#].**  The location for the site visit is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **[LOCATION]** Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** to confirm your attendance at the site visit.Failure to attend a mandatory site visit will disqualify your bid. In order for your bid to be considered, the attached Certificate of Site Visitation form (Attachment H), completed by the Bidder and signed by a Purchasing Services representative, should be submitted with your bid.

**-OR-**

Bidder must visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. **Bidders must attend a Site Visit in order for their bid to be considered for an award.** In order for your bid to be considered, the attached Certificate of Site Visitation form, completed by the bidder and signed by a Purchasing Services representative, should be submitted with your bid. Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** and arrange a visit to the job site.

**-OR-**

Bidder should visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. No additional charges shall be allowed by the Contractor for lack of information or misunderstanding information if the Bidder does not attend the vendor conference or site visit. Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** and arrange a visit to the job site.

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

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits tovalidate information submitted with thebids. Failure of a bidder to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These eventscannot be used as an opportunity to alter bids submitted.

3.7 Proprietary Information:

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

3.8 Reasonable Accommodations:

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

**METHOD OF BID and METHOD OF AWARD**

**AGENT: Each of the following SECTIONS contains the different Method of Bid and Award options *with a brief descriptive sentence at the top which will not appear in the bid. Select the appropriate option. Check the statements that apply and remove rest of Section 3.9 and 3.10 that do not apply.***

***A 3.9& 3.10 BIDDING ANY QUANTITY OF A SINGLE ITEM OR ANY QUANTITY OF TWO OR MORE DIFFERENT ITEMS***

***B 3.9 &3.10 BIDDING A LOT OR LOTS AND REQUESTING LINE ITEM PRICES/ SINGLE ITEMS SEPARATELY***

***[AGENT: check Contract SCOBS for the following additional Method of Bid/Method of Award option:***

***C 3.9&3.10 BIDDING A DISCOUNT (SPECIFIC ITEMS)/ (PRICE LIST):***

***[AGENT: MAKE SURE THE DESCRIPTION MATCHES ON YOUR ITEMIZED BID LIST (i.e. NET UNIT PRICE/EXTENDED LOT TOTAL)***

3.9 Method of Bid:

Bidder must submit a **net unit price** and an **extended net total** for **(the item) (each item) [AGENT: CHOOSE ONE]** specified. Prices listed should be in US dollars unless otherwise indicated.

**For University Imports:** See Section 5.2 **[Agent Choose]**

3.10 Method of Award:

Award(s) shall be made on the basis of the lowest **(extended net total) (net unit price(s)** **for the individual line items)** **[AGENT: CHOOSE ONE]** which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

**For University Imports:** See Section 5.2 **[Agent Choose]**

**Supplier Diversity Preferences**

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

**BIDDING A LOT OR LOTS AND REQUESTING LINE ITEM PRICES/BIDDING LOT(S) AND SINGLE ITEM(S) SEPARATELY:**

3.9 Method of Bid:

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

An additional price column is provided for each item identified as part of a lot. In this column, bidders must bid their **net** **unit price** per item based on a line item award rather than a lot total award if these prices would be different based on the different types of award.

**For University Imports:** See Section 5.2 **[Agent Choose]**

3.10 Method of Award:

Award(s) shall be made on the basis of the lowest **net line item** price(s) and/or the lowest **net lot total**(s) or the lowest **net line item** price per item bid in the **additional column**, whichever is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

Additional Options for Method of Award:

**LIFE CYCLE COST:**

**AGENT: Select this option if department is able to identify costs and prove their validity if challenged.**

**3.10.1 Life Cycle Cost:**

Life Cycle Cost formulas **(will) (may) [AGENT: CHOOSE ONE]** be used in evaluation for bid awards which may include, but are not limited to: the applicable costs of energy efficiency, acquisition and conversions, interest charged, transportation, warranties, maintenance fees, licenses, disposal or any other costs not directly related to the bid.

**3.10.2 GSA Pricing:**

This bid may qualify for GSA Pricing. If you have a GSA contract covering any of the items specified, enclose information on use of that contract including the contract number.

**For University Imports:** See Section 5.2 **[Agent Choose]**

**Supplier Diversity Preferences**

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

**SAMPLES AND EVALUATION: Within this section you should state whether samples may/will be required and how they will be handled (no cost, returned to bidder, etc.).**

**AGENT NOTE: Samples need to be kept until the end of the Notice of Award/Intent to Award period.**

**AGENT NOTE: If bid samples are used to determine whether a bidder item/service meets specification then samples and evaluation section should be in the qualification section to use to reject or accept lowest responsible bidder.**

3.11 Samples and Evaluation**:**

3.11.1 Bidder **(shall be required) (may be requested) [AGENT: CHOOSE ONE]** to submit a **no-charge, (non-returnable)** sample(s) **(with the bid) (prior to the bid opening) (upon request after bids are opened) [AGENT: CHOOSE ONE]** for bid evaluation purposes or verification of item/service **(bid.) (ordered and delivered.) [AGENT: CHOOSE ONE]**

3.11.2 Non-returnable samples **should** be clearly labeled as "sample" and should be identified with the bidder's name, bid number, due date and bid item number.

3.11.3 Samples **(required shall) (requested shall)** **[AGENT: CHOOSE ONE]** be delivered to the designated location no later than the date and time specified by the University.

**-OR-**

3.11.3 Samples required mustbe delivered NO LATER THAN 2:00 p.m. ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Agent Name)**

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

3.11.4 Failure to deliver samples within time designated **(shall) (may) [AGENT: CHOOSE ONE]** disqualify your bid.

3.11.5 All samples provided by the Bidder(s) shall be evaluated by the University in an identical manner to determine whether the items/services **(bid) (delivered)** **[AGENT: CHOOSE ONE]** conform with bid specifications.

3.11.6 Samples provided by the bidder and **NOT** meeting bid specifications shall be rejected and the bid submitted may be disqualified if the Bidder cannot provide a sample meeting specifications.

3.11.7 The Bidder **(shall) (may)** **[AGENT: CHOOSE ONE]** be notified in writing by the University to pick up samples, at the bidders’ expense, within \_\_\_\_ working days of date of such notification. Any samples not picked up in the designated time period **(shall) (may) [AGENT: CHOOSE ONE]** be disposed of as the University sees fit.

**-OR-**

3.11.7 All samples provided under this contract become the property of the University.

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

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**SECTION #4: BIDDER QUALIFICATIONS**

**AGENT NOTE: Qualification should be factors used to determine whether they are experienced and can handle the volume or type of work. Qualifications shouldn’t be item specific or performance related.**

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

4.1 Bidder Information**:**

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

4.2 Bidder Experience**:**

Bidder **(company or its principals)** **[AGENT: CHOOSE]** must be in the business of providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ item/service and must have done so for the past \_\_\_\_ years.

4.3 Authorization**:**

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. **[AGENT: delete if not needed]** **(with service and repair capabilities for the item.)** **[AGENT: CHOOSE]** **(On Bidder Response Sheet identify account number with manufacturer, as applicable.)**

**-OR-**

Bidder must have an account with an authorized parts dealer. (See Bidder Response Sheet).

**4.4 Client List/References:**

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

4.5 Fair Price Analysis**:**

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

**4.6 Trademark:**

Bidder **(must) (must be able to)** **[AGENT: CHOOSE ONE]** be a UW-Madison Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary, licensed or copyright interest.

**4.7 Debarment**

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and <https://acquisition.gov/far/index.html> see section 52.209-6.

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

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# SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

**FOB: Deliveries of items for Madison campus generally require pricing FOB Destination, freight prepaid, select *first option*. This enables buyers to know their total cost when issuing orders. If, however, all bidders submit prices requiring the University to pay shipping charges (and/or to accept liability from their dock), agent can exercise the option to delete that condition of bid.**

**If installation of items is required, select *second option***

**If onsite service is required, select *third option*.**

**AGENT: What about situations where additional and ongoing sales effort or maintenance is needed? Then we would maybe have 1 and 3 or 2 and 3?**

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

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

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

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

**For University Imports:** See Section 5.2

Failure to bid FOB DESTINATION delivery charges and risk of loss borne by the Contractorin bid price or discountmay disqualify your bid. **[AGENT: CHOOSE]**

**-OR-**

5.1 F.O.B.: All deliveries shall be FOB Destination and Installed. Delivery and installation charges and risk of loss shall be borne by the Contractor.

Items are to be installed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, F.O.B. DESTINATION INSTALLED. Bid prices must include all packing, freight, insurance, set-up, instruction and operation manual charges**,** excluding any import/export costs. Items must be set in place connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the Contractor. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to University personnel as identified.

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

**For University Imports:** See Section 5.2

Failure to bid FOB DESTINATION INSTALLED, delivery and installation charges and risk of loss borne by the Contractor in pricemay disqualify your bid. **[AGENT: CHOOSE]**

**-AND/OR-**

5.1 On Site Service**:**

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

5.2 University Imports: [Agent Choose]

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

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

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

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

**-OR- (If using this section keep definitions. Use of this section may require changes to the Itemized Bid List.) [Agent Choose]**

Bids must include costs from bidder’s door to port of destination and local delivery charges. Custom Charges/Fees should be itemized on the Itemized Bid List (Attachment C). Custom Charges/ Fees will be included in the cost for the purpose of determining the lowest cost bid. The University reserves the right to compare the quoted Custom Charges/Fees with those from a University contracted customs broker and select whichever option is judged to be in the best interest of the University.

If the University is selecting the customs broker and paying the Custom Charges/Fees directly to them, the awarded Contractor must use the University's contracted customs brokeridentified on the purchase order.

**BACKGROUND CHECKS: Bids or RFPs for goods or services where Contractor’s employees, affiliates, or volunteers are expected to have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) should include one of these clauses.**

**MINOR PROTECTION AND ADULT LEADERSHIP POLICY**

**If the scope of the RFB has minors who participate in programs sponsored by or associated with the University you should review the Minor Protection and Adult Leadership Policy at:** [**https://kb.wisc.edu/ohr/policies/page.php?id=69407**](https://kb.wisc.edu/ohr/policies/page.php?id=69407)

**5.3  Requirements for Criminal Background Checks**

***Background Checks of Contracted Individuals***

This contract is contingent upon, prior to the commencement of services, the independent Contractor passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services.  This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

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

***Background Checks of Contractors***

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

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

**DELIVERY: Be realistic in your requirements for Contractor to deliver (what do users require, etc.). Consult department if uncertain.**

**NOTE: alternate language in the ”** [Unique Clauses](http://www.bussvc.wisc.edu/purch/contract/clauses/unique_clauses.html)**” folder – Timeliness of Delivery – alternate for Time is of the Essence.**

5.4 Timeliness of Delivery**:**

Delivery is desired as soon as possible after receipt of an order. State on the **(Bidder Response Sheet) (Itemized Bid List)** **[AGENT: CHOOSE ONE]** when delivery can be made. Timeliness of delivery may be used in evaluation for bid award.

**-OR-**

5.4 Timeliness of Delivery**:**

Delivery is desired on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. State if this requirement can be met. If unable to deliver **by the stated date**, indicate on the (**Bidder Response Sheet) (Itemized Bid List)** **[AGENT: CHOOSE ONE]** the earliest delivery date possible. Timeliness of delivery may be used in evaluation for bid award.

**-OR-**

5.4 Timeliness of Delivery**:**

Delivery must be made by\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Failure to accept this delivery requirement will disqualify your bid.

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

**5.5 Acceptance and Testing (Post Award)**

Acceptance testing will occur within \_\_\_\_\_ days after the item/servicehas been **(delivered.) (installed.)** **[AGENT: CHOOSE ONE]**  Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements.

If the item/service does not meet specification or performance requirements, the Contractor will have \_\_\_ days to meet requirements. If after this time period the item/service still does not meet specifications or performance requirements, the Contractor agrees to remove the itemand return any payments that may have been made.

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

## **5.6 Payment Terms**

Payment will not be made until the item/serviceis determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor **(\_\_\_\_\_\_\_\_\_\_\_\_) (Net 30 days) [AGENT: CHOOSE ONE]** as accepted by the University.

**-OR-**

## **5.6 Payment Terms**

The University will pay the Contractor each phase in accordance with milestones and achievements and as accepted by the University.

Under no circumstances will the University pay more than 50% prior to acceptance of **(products.) (services completed.)** **[AGENT: CHOOSE ONE]**

**AGENT NOTE: Below is an example. Edit as necessary.**

A typical payment plan could include:

* 25% due upon completion of interview, site visit, and proposed timeline is accepted by the department
* 25% due upon receipt of acceptable design
* 50% due upon completion of artwork

**SHIPMENTS, DUPLICATES AND OVERSHIPMENTS: This section is informational to bidders and is intended to be a contractual obligation.**

5.7 Shipments, Duplicates and Overshipments**:**

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

5.8 Insurance**:**

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon **(request.) (award.)** **[AGENT: CHOOSE ONE] (and provided on an annual basis throughout the term of the Contract.) [AGENT: CHOOSE]**

The Contractor shall add: “The Board of Regents of the University of Wisconsin System, its officers, employees and agents” as an ‘additional insured’ under the commercial general, automobile **(and Contractor’s) [AGENT: CHOOSE]** liability policies. The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

**AGENT NOTE: If additional insurance requirements are needed, see IPP #12 for additional coverage limits. Examples of high risks: Airplane Charter, Ambulance Service, Child Care, Asbestos Abatement, Building & Grounds Maintenance, Remodeling, Construction, Elevator Maintenance, Manual Food Services (catering), Medical Services (including optical & laboratory), Recreational Services, Transportation Services (of people), Travel Services (tours, agencies), Hazardous waste services.**

Additional insurance requirements for this bid are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.9 Subcontracting**:**

5.9.1 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

5.9.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.

5.9.3 Subcontractors must abide by all terms and conditions under this Contract.

5.9.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

## **5.10 Record and Audit**

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

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

**AGENT NOTE: Review and change order of precedence as appropriate.**

## **5.11 Entire Contract**

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

A. Contract Award Letter

B. Original Request Bid Number 1X-3XXX, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including amendments/attachments

C. Bidder response to RFB.

D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFB should be submitted with your response and alternative language proposed.

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

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

UNIVERSITY OF WISCONSIN SIMPLIFIED BID NO.: 1X-3XXX

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# SECTION #6 SPECIFICATIONS

**SPECIFICATIONS: Specifications included with bid should be “generic” see** [IPP 27](http://www.bussvc.wisc.edu/purch/ipp/ipp27.html) **or** [PRO-C-5](http://vendornet.state.wi.us/vendornet/procman/proc5.pdf)**.**

**AGENT: Section 6 contains the appropriate SPECIFICATION language for the different types of specifications.**

**Select the option and any of its numbered statements that apply.**

**Specifications should be related to how they will be expected to perform during the life of the Contract. Think of product or vendor performance standards that, if they failed to provide would result in a material breach. Specifications should set product or performance related standards.**

**From Procurement Manual** [PRO-C-5](http://vendornet.state.wi.us/vendornet/procman/proc5.pdf) **Guidelines for Writing Specifications include: (1) write specifications so as to permit the lowest responsible bid to be the principal basis of award; (2) use performance criteria that will not restrict competition or limit the number of sources bidding; and (3) use generic specifications with no trade names if this is determined to be inappropriate: document in the bid file the rationale for using trade names.**

**AGENT NOTE: Use if specific manufacturer and item numbers are shown in bid. (6.1)**

**AGENT NOTE: Use if specific manufacturer and item numbers are shown in bid. (6.1)**

**SPECIFICATIONS OF ITEMS/SERVICES TO BE PROVIDED:**

See Specifications **(Section 6 and Attachment B) and/or Itemized Bid List (Attachment C)** **[AGENT: CHOOSE]** for the minimum acceptable specifications for items/services desired.

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

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

**-OR-**

**AGENT NOTE: Use for generic specifications.**

6.1 The Bidder’s response must be clearly identified by manufacturer and catalog/model/stock number and/or appropriate identification as requested on the Itemized Bid List.  Adequate detailed specifications of the items/services beingoffered or bid **(must) (should)** **[AGENT: CHOOSE ONE]** be included with your bid to insure that the items/services being bid can be compared to determine if the items/services meet all specifications.

If you are bidding alternate items/services, provide complete specifications, documents and materials showing performance features and details for the items/services you propose to furnish for the items/services being bid. These will be used to establish equivalency. The University will be the sole judge of equivalent acceptability between Bidders responses.

**-OR-**

**AGENT NOTE: Use if you need to match items currently being used.**

6.1 The manufacturer’s items shown on the Itemized Bid List are currently being used at UW-Madison. Adequate detailed specifications of the items/services beingoffered or bid **(must) (should)** **[AGENT: CHOOSE ONE OR DELETE]** be included with your bid. Bidder may offer an alternate manufacturer items/services believed to be an equal to those listed.  Any alternate items/services bid must be clearly identified by manufacturer and catalog, model or stock number.  Detailed specifications of the alternate items/services offered **(must) (should)** **[AGENT: CHOOSE ONE]** be included with your bid to establish equivalency and to insure that the items/services being bid meets all specifications.  The University will be the sole judge of equivalent acceptability between Bidders responses.

Failure to provide the request product specifications and information for items/services bid may disqualify your bid.  **[AGENT: CHOOSE]**

6.2 Warranty**:**

6.2.1 Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract. Bidder **(should) (must) [AGENT: CHOOSE ONE]** indicate warranty term on Bidder Response Sheet and should enclose standard warranty documents with your bid.

**-OR-**

**AGENT NOTE: Use if asking for warranty that exceeds manufacturer's standard warranty or if manufacturer’s warranty is unknown.**

6.2.1 Contractor must provide a minimum warranty of \_\_\_\_ year(s) on items and/or parts purchased under this contract.

**AGENT NOTE: Determine how you will use this statement. If it's part of award, it needs to be on the Itemized Bid List.**

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

**AGENT NOTE: If you want torequire a minimum # years’ experience, make sure you fill in the (\_\_ years) blank. If not required, delete that choice.**

6.2.3 Contractor must use only manufacturer trained personnel **(with a minimum of \_\_\_\_ [# OF YEARS] years of experience) [AGENT: CHOOSE]** for this contract.

6.3 Maintenance and Repair:

6.3.1 Service and/or maintenance of this equipment may be required. Indicate on the Bidder Response Sheet whether work is performed on your site or ours, response time on any work requested, the number of miles your site is from ours, if work is performed on your site.

**-OR-**

6.3.1 Contractor must perform all maintenance on site unless University grants permission to remove equipment from site.

**-OR-**

6.3.1 Contractor must provide in-store or depot repair service for items purchased as result of this bid. Contractor must return repaired item within \_\_\_\_ days of receipt at the Contractor’s location.

6.3.2 Contractor must have access to replacement parts within **(\_\_\_ hours) (\_\_\_days)** **[AGENT: CHOOSE ONE]** to service all machines identified under this bid.

6.3.3 Service calls received in the **(a.m. must be acknowledged in p.m. of the same day) (p.m. must be acknowledged by noon the following work day)** **[AGENT: CHOOSE ONE]** and machine must be serviced within \_\_\_ hours of initial call. The service representative shall leave the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the University employee in charge of the machine.

6.3.4 Contractor must complete all maintenance or repair services within \_\_\_\_\_ **(weeks) (hours) (days)** **[AGENT: CHOOSE ONE]** of the initial call. If Contractor cannot complete all services within this time, the Contractor must provide a progress report of the repair to the department. The service representative shall leave with the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the University employee in charge of the machine.

6.3.5 Contractor shall provide unlimited call-back maintenance service during normal business hours.

6.4 Contractor must provide a minimum of \_\_\_\_\_ maintenance inspections per year. Contractor must coordinate and schedule dates and times with the University contact person.

6.5 Bid **(must) (should) [AGENT: CHOOSE ONE]** include labor and travel time during stated service hours. University service hours shall be defined as \_\_\_\_ a.m. to \_\_\_\_ p.m., Monday through Friday, excluding holidays. Bidders must identify if travel time charge per hour is the same as labor time per hour and if all employees will be charged at the same rate.

6.6 Bid **(must) (should) [AGENT: CHOOSE ONE]** include labor and travel time during stated emergency hours to the department. Emergency Service hours shall be defined \_\_\_\_ p.m. and \_\_\_\_a.m.

6.7 Purchasing shall have the option to contract with another vendor to repair or service machines if Contractor is unable to repair equipment for any reason or make necessary repairs on a timely basis.

**AGENT NOTE: when using the first (must) option – you need to choose the second (must) option in the paragraph. When using the (may) option – you need to choose the (should) option in the paragraph.**

6.8 In the event of an emergency situation (pandemic, snow storm, etc.), Contractor **(must provide) (may be required to provide) [AGENT: CHOOSE ONE]** the University with the items/serviceson this bid as required. An emergency preparedness plan to serve the University and the items/services that are available to meet emergency needs **(must be provided.) (should be provided if requested.) [AGENT: CHOOSE ONE]** Minimally, this plan should include emergency contact information, product and service level availability, staffing, equipment, and logistics plan.

**6.9 Trade-In:**

The Itemized Bid List shows the exact model/serial number(s) of the trade-in. Arrangements should be made to inspect the equipment with the technical contact person listed in Section \_\_. If trade-in option is awarded, Contractor will remove trade-in equipment at the time of installation of new equipment at no extra charges to the University.

**6.10 Reconditioned, Refurbished, or Remanufactured Items:**

Reconditioned, **[AGENT: may want to exclude reconditioned]** refurbished, or remanufactured items may be considered for this Contract **(provided full new warranties are offered.) (provided standard warranty that is certified by manufacturer for continued maintenance is included.)** **[AGENT: CHOOSE ONE]**. All reconditioned, refurbished or remanufactured equipment bid shall include complete description of age, condition, maintenance and repair history and availability of site inspection. The equipment shall be evaluated using these criteria prior to award. The University will be the sole judge of acceptability of these items if bid.

**6.11** **Used Equipment:**

Used, rebuilt or reconditioned equipment may be considered**(.) (provided full new equipment warranties are offered.) (provided standard warranty which is certified by manufacturer for continued maintenance is included.)** **[AGENT: CHOOSE ONE]**

Any equipment bid which is not new should include complete description and documentation of its age, condition, maintenance and repair history, availability of site inspection, etc. The equipment will be evaluated by these criteria prior to consideration for purchase.

**6.12 Demonstration Equipment:**

Demonstrator product (not reconditioned, refurbished or remanufactured models) shall be acceptable for this bid if full new product warranties are offered.

6.13 Employee Identification**:**

All Contractor’s employees, while working on University property, mustwear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor’s cost. **Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required. [AGENT: CHOOSE]**

**6.14 Cables:**

Any alternate product bid must be compatible with an capable of being interfaced with identical cables and connectors used with the specified equipment with no additional expense to the University to make the alternate product compatible with existing equipment.

6.15 On-Site Demonstration**:**

An on-site demonstration of any product may be required for evaluation purposes. This demonstration is to be without expense or obligation to the University. The University will not be liable for any loss or damage. If requested, the demonstration must occur within \_\_\_ working days or as negotiated with the Contractor.

**AGENT NOTE: For commodities other than office equipment, the DOA Master Finance (Capital Finance) program should be used. Include the language below only in select cases where leasing of equipment is specifically listed as an option in lieu of purchase, and the DOA Master Finance program is not available for the purchase.**

6.16 Third Party Financing**:**

Bidders that are bidding on Leases or Rentals using a third party for financing must identify the company, quote the interest rate, and include a copy of their lease or rental contract.

6.17 Environmentally Friendly (“Green”) Product**:**

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

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# ATTACHMENT A: BIDDER RESPONSE SHEET

**AGENT INSTRUCTIONS: You must include all pertinent information for completing this response sheet. Listed below are the most commonly used options. Be sure to indicate, by circling, which ones you require for this bid. If some questions that you need are not listed, list them at the end of this page or on a separate sheet.**

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

**YES NO**

**SUBMITTAL INSTRUCTIONS**

Have you included **\_\_\_\_** complete set(s) of your bid and **one (1)** CD/DVD/Flash Drive copy?

(only one (1) copy required if faxing or e-mailing)

1.1 Have you completed and returned all forms required?

2.3 Do you have the capability of putting the University’s specific pricing on a WEB site that is

accessible to University Purchasers through a unique logon ID?

If yes, does your Website provide a means of on-line ordering with our specific

pricing being applied automatically?

If yes, does your Order System accept Purchasing Cards for payment?

If yes, does your Order System provide a self-service means for the customer to track

their order via Internet?

2.7 Which of your items meet the Energy Star requirements?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.4 Have you made the required Bidder’s Conference?

3.5 Have you made the required Site Visit?

3.10.2 If applicable**,** haveyou included a copy of the GSA contract information?

Contract #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.11 Will you meet all the requirements for samples and evaluation?

4.2 Are you in the business of providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ items/servicesand has your company

or its principals done so for the past \_\_\_\_ years?

**[AGENT: CHOOSE ONE]**

4.3 Are you an original manufacturer, authorized distributor, or dealer authorized by

manufacturer. **(with service and repair capabilities for the item?)** **[AGENT: CHOOSE]**

(Identify account number with manufacturer, as applicable.)

Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-OR-**

4.3 Are you:

a) an original manufacturer for the product lines being bid?

b) an authorized distributor for the products/product lines being bid?

c) a dealer authorized by manufacturer?

d) do you have service and repair capabilities for the item(s) being bid?

(Identify account number with manufacturer, as applicable.)

Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4 **(Have you provided) (Will you provide)** **[AGENT: CHOOSE ONE]** a client list? (see Attachment E)

4.5 What type of documentation (i.e. published price list, list of previous buyers, etc.) will you

provide to assist the University in its fair price analysis?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4.6 Are you a licensee for items bearing trademarks, logos or other symbols of the

University?

If not, and if necessary, will you become a licensee upon award?

4.7 Do you certify that neither your organization nor your principals are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any federal department or agency?

5.1 Are you bidding all prices F.O.B. Destination, delivery charges and risk of loss borne

by the Contractor? (Be sure to read Section 5.1 carefully)

Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-AND/OR-**

5.1 Are you bidding all prices F.O.B. Destination and Installed, delivery and installation charges

and risk of loss borne by the Contractor? (Be sure to read Section 5.1 carefully)

Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-AND/OR-**

5.1Are you bidding all prices On Site Service? (Be sure to read Section 5.1 carefully)

5.3 Do you agree with the requirements for criminal background checks?

5.4 Can you meet delivery requirement?

If not, state delivery time \_\_\_\_ days After Receipt of Order (ARO).

5.4 State delivery time \_\_\_\_ days After Receipt of Order (ARO).

5.7 Do you agree to terms regarding duplicates and overshipments?

5.8 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage

as required in 5.8 **(and** **have you added) (and will you add) [AGENT: CHOOSE ONE]**  the

following language to the insurance certificate?:

*“The Board of Regents of the University of Wisconsin System, its officers, employees and agents” are added**as an ‘additional insured’ under the commercial general, automobile* ***(and Contractor’s)* [AGENT: CHOOSE]** *liability policies on any insurance certificate provided.*

5.9 Do you agree to subcontracting terms and conditions?

6.1 Are you bidding items as specified on the Itemized Bid List?

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

6.2.1 Will you honor manufacturer standard warranty?

If **YES**, have you enclosed standard warranty documents?

Warranty term: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.2.1 Do you agree to minimum warranty as stated?

6.2.2 Have you included the maintenance information and a sample maintenance contract form?

6.2.3 Will you use only manufacturer-trained personnel for this contract?

# of years experience? \_\_\_\_\_\_\_\_\_\_\_

6.3.1 Is work performed at UW site or vendor site? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Response time on work requested \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of miles from vendor site to UW site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-OR-**

6.3.1 Will you perform all maintenance or repair on site?

6.3.2 Will you have access to replacement parts within **(\_\_\_ hours) (\_\_\_days)**

**[AGENT: CHOOSE ONE]** to service all machines listed?

6.3.3 Will you service machine within \_\_\_\_\_ hours of initial call?

6.3.4 Will you provide all services within **(\_\_\_ weeks) (\_\_\_ hours) (\_\_\_days) [AGENT: CHOOSE ONE]**

of the initial call or provide a copy of a progress report of the status?

If unable to complete all services within **(\_\_\_ weeks) (\_\_\_ hours) (\_\_\_days) [AGENT: CHOOSE ONE]**

of the initial call, will you provide a copy of a progress report to the department?

6.3.5 Will you provide unlimited call-back maintenance service during normal business hours?

6.5 Will you provide service during the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Monday through Friday, excluding holidays as normal business hours?

6.6 Will you provide Emergency service?

6.8 Are you able to provide the University with items/services on this bid in the event of a

major catastrophic emergency?

6.13 Will you agree to have all employees wear appropriate identification?

6.14 Is your product capable of being interfaced with cables and connectors?

6.16 Will you be using third party financing?

If so, have you included a copy of the lease/rental contract?

Third Party Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Interest Rate \_\_\_\_\_\_\_\_\_\_

6.17 Have you identified products that are made of recycled products that use environmentally

friendly production methods, or that can be recycled at the end of their service life?

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# ATTACHMENT B: SPECIFICATIONS

**AGENT NOTE: There are examples in the ”** [Unique Clauses](http://www.bussvc.wisc.edu/purch/contract/clauses/unique_clauses.html)**” folder for Specifications Table Header (RFB) for your use. Don’t forget to include an explanation of what you are requesting when choosing one of these options.**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | MEET SPECIFICATIONS | |
| ITEM | DESCRIPTION | YES | NO |
|  |  |  |  |

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# ATTACHMENT C: ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFB. **[AGENT: CHOOSE].**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **QTY.** | **DESCRIPTION** | **PRICE** |
| 1. |  | **DESCRIPTION OF ITEM**  Manufacturer:  Model No.: | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**[AGENT CHOOSE]**

**MAINTENANCE AFTER EXPIRATION OF WARRANTY:**

**YEAR 2** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**YEAR 3** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**YEAR 4** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**ATTACHMENT F - APPLICABLE FEDERAL RULES**

**AGENT NOTE: IF FEDERAL FUNDS ARE INVOLVED YOU MUST ADD THE FEDERAL LANGUAGE APPENDIX. Federal funds have been identified as funds 140-152. Agent must select appropriate estimated dollar level below.**

**This purchase involves federal funds:**

Applicable when fixed price is greater than $3,000: YES / NO

Applicable when fixed price is greater than $10,000: YES / NO

Applicable when fixed price is greater than $30,000: YES / NO

Applicable when fixed price is greater than $150,000: YES / NO

Applicable when fixed price is greater than $500,000: YES / NO

Applicable when fixed price is greater than $650,000: YES / NO

Applicable when fixed price is greater than $700,000: YES / NO

Applicable when fixed price is greater than $1,000,000: YES / NO

Applicable when fixed price is greater than $5,000,000: YES / NO