

State of Wisconsin
DEPARTMENT OF NATURAL
RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711



August 1, 2017

Subject: Barrett Landfill Bidding Documents

Dear Prospective Bidder:


Attached are the bidding documents for the operation and maintenance of the Barrett Landfill site in New Berlin, WI.

Bidding requirements and the bid submittal deadline are outlined in the Conditions of Bid portion of the document. Please note that there is a **mandatory Pre-Bid Site Inspection** scheduled for **Thursday, August 17th at 9am** and **bids must be submitted by Thursday, September 7th at 4:30 pm.**

The documents are provided in electronic form via download from our FTP site. If you desire a printed copy, please contact me and one will be mailed to you.

Should you have any questions regarding the bidding documents or bid process, please call me at 608-267-7570 or email me at jason.lowery@wisconsin.gov. Thank you.

Sincerely,



Jason B. Lowery
Project Manager, Remediation & Redevelopment Program
Wisconsin Department of Natural Resources
101 S Webster St. (RR/5)
Madison, WI 53707

**CONDITIONS OF BID
SIMPLIFIED BIDDING PROCESS
AUGUST, 2017
BARRETT LANDFILL
NEW BERLIN, WAUKESHA COUNTY, WISCONSIN**

- A. **Project Overview:** The Barrett Landfill in New Berlin, WI is a closed solid waste landfill that accepted a variety of wastes including industrial, construction/demolition, foundry sand, ash, asbestos, vehicle shredding fluff, and tannery hides. The area of waste disposal occupied approximately 30 acres of the 39 acre site and is situated in a former gravel mining pit. The landfill is unlined and has a multilayer composite soil cover system that was constructed in 2000. The primary operation and maintenance activities at the site include maintaining the landfill cover, storm water management system, gas ventilation and leachate collection systems, and monitoring gas, leachate, and groundwater associated with the site. A new contract for inspection and maintenance activities is required to maintain the integrity of this landfill. A detailed description of the site and this project is contained in the attached Operation and Maintenance Plan.
- B. **Contract and Contract Term:** The results of this bid process will result in a contract between the selected vendor and the Wisconsin Dept. of Natural Resources (DNR). The contract will be a one (1) year term agreement with the option to renew on a year by year basis for up to two (2) additional one year terms upon mutual agreement of both parties. The contract will begin on October 1, 2017 unless an earlier date is agreed to by both the contractor and the state. These renewals will be automatic at the original contract unit prices bid and at the original contract terms, unless either party provides sixty (60) days written notice of any suggested changes to the contract terms or prices, in which case the other party must then respond within thirty (30) days and state either their agreement to the changes, their desire to terminate the contract or their objections and desire to renegotiate the original agreement terms which would apply to the renewal. This contract will be initiated through issuance of agency Purchase Order (PO) documents and will include all of the terms and conditions listed and attached to this bid document, as well as any other terms necessary to clarify the contract requirements and as deemed to be in the best interests of the agency. Your signed bid response will be your offer to provide the required services and our PO document and attachments will be our acceptance of your offer. Initiation of services upon receipt of the PO will be deemed as your firm's acceptance of any contractual clarifications attached or referenced to/by the PO. Tasks and quantities listed in this document and the Bid Price sheet are tentative and subject to change based upon continued optimization of the landfill and associated O&M.
- C. **Bidder Qualifications:** Bidders must provide a point by point response to the Bidder Certifications as listed in the next section of this bid document and must submit completed reference forms as required by the Bidder Certification section of this bid document. These DOA-3478 Vendor Reference forms shall detail references as required below, for both the bidding vendor and for the testing laboratory or laboratories that will be used for the required lab work for this bid. A bidders failure to provide a point by point response to the Bidder Certifications or to supply the required and completed DOA-3478 Vendor Reference forms or a bidders failure to supply references which support their firms ability to meet the requirements of this bid, are all grounds for elimination of their bid from further consideration.
- D. **Pre-Bid Site Inspection:** Prospective bidders are required to attend an on-site inspection of the landfill. If practicable, the inspection will be scheduled for all prospective bidders at the same time. This meeting is tentatively scheduled for **Thursday, August 17th at 9am**. Prospective bidders will be met there at the appointed time by a DNR Contract Officer and/or Project Manager, who will then lead a tour of the site, review the requirements and answer questions. Directions: The pre-bid meeting will begin at the entrance to the Barrett Landfill at 3601 Swartz Road, New Berlin, WI. The following link provides a street view to show where this site entrance is located:
<https://www.google.com/maps/place/3601+S+Swartz+Rd,+New+Berlin,+WI+53146/@42.9791559,-88.1749837,827m/data=!3m1!1e3!4m5!3m4!1s0x8805a788d7bb3825:0xed9331376a1b52e!8m2!3d42.9792064!4d-88.1733998>.

- E. **Specifications**: The specifications for this project are those indicated in the attached Operation and Maintenance Plan, Barrett Landfill, New Berlin, Wisconsin document, and in the attached Bidder Certifications document. These are the minimum acceptable specifications for a qualified bidder and for the services which this bid requires to be performed. The requirements as listed in these documents will be the basis of any contract initiated as a result of this solicitation. By signing the Request for Bid form, you are committing your firm to provide the services listed in this document, at the prices included on your Bid Price Sheet, in compliance with the specifications and all the terms and conditions listed and attached to this bid document.
- F. **Method of Bid**: All bids must be submitted to the DNR Project Manager **by 4:30 pm on Thursday, September 7th, 2017**. Bidders must submit point by point responses to the requirements listed in the Bidder Certifications below and the prices for services submitted on the attached Bid Price Sheet. Bidders not so certified will not have their Bid Price Sheet reviewed. No partial bids will be accepted. Bids may be mailed, faxed or submitted as a converted and/or scanned pdf file via email. All documents must be signed as required. The email address of the WDNR Project Manager is jason.lowery@wisconsin.gov. Keep in mind the State of Wisconsin email system will not normally deliver email attachments over certain size so we ask you to limit the size of a pdf attachment in the submittal 20 megabytes in size. The fax machine phone number to use when faxing bids is 608-267-7646.
- G. **Method of Award**: Award will be made to the responsive and responsible bidder judged as being certified to provide the needed services, which has submitted the lowest total price for all required services based on the prices submitted on the Bid Price Sheet. Bidders are directed to use the attached Bid Checklist as a tool to help them submit a complete bid package.

BIDDER CERTIFICATIONS
SIMPLIFIED BIDDING PROCESS
July 2017
OPERATION AND MAINTENANCE BARRETT LANDFILL
NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

- A. Bidding vendors must certify that the staff they plan on using to perform the work required by the project specifications, including the Operation and Maintenance (O&M) Plan have experience in similar projects and are qualified and, where required, certified to perform those tasks assigned to them and use the equipment needed to do the work. Provide a description of the project team, including a list of staff that will be assigned to this project, their specific assignment or assignments for this project and include details of each staff members experience and qualifications, including qualifications to work in the landfill environment with monitoring wells, gas probes, and active gas and leachate collection systems.
- B. Bidding vendors must certify that they have performed O&M work at one (1) or more similar projects at a Wisconsin landfill with gas monitoring, active or passive gas collection system, and GEMS data submittal requirements, the project must be at least 50% of the size or value of the work being bid here, and the project must have been within the past 5 years. Provide a list and description of previous O&M projects, including the similar project or projects described in the previous sentence, and provide for all such similar projects reference information, using the DOA-3478 Vendor Reference form found at the end of this bid package.
- C. Bidding vendors shall specify which testing laboratory or laboratories they will use for the work and certify that the testing laboratory or laboratories can meet the Quality Assurance and Analysis requirements in the project specifications. All bidding vendors shall provide, for the laboratory or laboratories they plan to use, a list and description of previous sampling and analysis projects, noting any projects of similar scope and nature done by the lab(s). For all such similar projects noted, the bidding vendor shall provide reference information using the DOA-3478 Vendor Reference form found at the end of this bid package. This shall be a separate form in addition to the reference form being submitted for the general O&M work described in the previous paragraph.
- D. Bidding vendors must certify that they have access to all necessary equipment to do the work. Provide a list of all monitoring and maintenance equipment planned to be used and the location of that equipment. Equipment includes vehicles, sampling equipment, containers, bottles and meters, and specialized tools.
- E. Bidding vendors must certify that they can access the site with all required personnel and equipment within 24 hours.
- F. Bidding vendors must certify that they have established a health and safety program to adequately educate and protect personnel working at a landfill with hazardous characteristics in accordance with OSHA requirements and other applicable laws and regulations. Bidding vendors must also provide some documentation/evidence of the existence of their program in their response to this certification.
- G. All vendors who bid must certify that if they are awarded a contract they will submit certification of health and safety training to the project manager, prior to the start of field activities.

Operation and Maintenance Inspection Report – Barrett Landfill, New Berlin, WI

Specific Inspection Items	Frequency	Inspection Tasks / Potential Problem Areas	Status *	Notes
Perimeter Security Fence	Annually	Serviceability, damage to fence fabric, posts, etc. signs of tampering		
Perimeter Security Gates & Locking Mechanism	Annually	Serviceability, damage to gates, locks, etc. missing locks, signs of tampering		
Access Roads	Annually	Erosion, ponding, rutting, barriers		
Perimeter of Landfill Property Large trees	Biennially (Odd years)	Large trees and/or shrubs which may negatively impact landfill management systems		
Landfill Cover Vegetation	Annually	Bare spots, stressed vegetation, deep rooted vegetation, shrubs or trees		
Landfill Cover Erosion/Slope	Annually	Erosion, gullies, lack of vegetation, subsidence, ponding.		
Landfill Cover Burrowing animals	Annually	Damage to landfill cover		
Storm Water Drainage channels	Annually	Excessive erosion, unsuitable vegetation, slope, debris, barriers		
Storm Water Culverts and overflow structures	Annually	Excessive erosion, unsuitable vegetation, slope, debris, barriers, structural damage		
Groundwater Monitoring Wells General	Annually	Overall condition and operational effectiveness including casing, caps, locks, barriers, excessive vegetation, signs of tampering or burrowing animals		
Leachate Head Wells General	Annually	Overall condition and operational effectiveness including casing, caps, locks, barriers, excessive vegetation, signs of tampering or burrowing animals		
Leachate Extraction System General	Monthly	Non-functional or damaged components including electrical controls, leachate level controls, panels, pumps, load out area, floats, piping & connections		
Landfill Gas Monitoring Probes General	Annually	Overall condition and operational effectiveness		
Landfill Gas Venting System General	Annually	Overall condition and operational effectiveness including vent pipes/risers, barriers, excessive or stressed vegetation, signs of tampering or burrowing animals		

* (1) Acceptable - No Maintenance Required. (2) Not Acceptable - Identify Required Maintenance.

Summary of Deficiencies and/or Corrective Actions: _____

Signature of Inspector _____ Date _____

BID PRICE SHEET

**July, 2017 SIMPLIFIED BID
OPERATION AND MAINTENANCE BARRETT LANDFILL
NEW BERLIN, WAUKESHA COUNTY, WISCONSIN**

NOTE TO BIDDERS: All blank spaces requiring input below must be filled in, in BLACK INK. Bid items are described in the Scope of Work. The bidder agrees to accept as full payment for the work proposed under this project (as shown in the Scope of Work and as based upon the undersigned's own estimate of quantities and costs) the following bid amounts for the initial 1 year contract term. Actual quantities may vary as DNR and Contractor evaluate and adjust the O&M tasks and schedule.

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Annual inspection of facility components and any specified repairs that are Contractor's responsibility (2017)	Total \$ per event	1		
2	Annual preparation of facility components inspection report (2017)	Total \$ per event	1		
3	Biennial landfill gas probe monitoring and testing (2017)	Total \$ per event	1		
4	Biennial groundwater monitoring well and private well sampling and analysis (2017)	Total \$ per event	1		
5	Biennial preparation of landfill gas and groundwater monitoring report (2017)	Total \$ per event	1		
6	Biennial electronic submittal of data to GEMS system (2017)	Total \$ per event	1		
7	Leachate system commissioning and de-commissioning (fall 2017& spring 2018)	Total \$ per year	1		
8	Leachate hauling and disposal -includes sampling (2017/2018)	Total \$ per gallon	360,000 gallons		
9	Coordination of contract and oversight of landfill cap mowing (annual)	Total \$ per event	1		
10	Coordination of contract and oversight of perimeter mowing (annual)	Total \$ per event	1		
11	Coordination of contract and oversight of landfill cap tree & brush removal (as needed)	Total \$ per event	1		
12	Coordination of contract and oversight of perimeter tree & brush removal (as needed)	Total \$ per event	1		
13	Coordination of contract and oversight of leachate line cleaning (2017)	Total \$ per event	1		
14	Coordination of contract and oversight of professional survey of monitoring wells, gas probes and leachate head wells (2017/2018)	Total \$ per event	1		
15	Preparation of SAP	Total \$ amount per contract term	1		
16	Preparation of HASP	Total \$ amount per contract term	1		
17	Fixed Annual Repair Contingency for all Bidders (unexpected repairs, not including filters or oil)	Total \$ amount per contract term per year	1	\$5,000	\$5,000
18	Total Bid Amount (sum of items 1-17 above)				\$

BID PRICE SHEET

**July, 2017 SIMPLIFIED BID
OPERATION AND MAINTENANCE BARRETT LANDFILL
NEW BERLIN, WAUKESHA COUNTY, WISCONSIN**

Company Name _____

Address _____

Name, Title _____

Signature _____ **Date** _____

Bid / Proposal # _____

Commodity / Service _____

Vendor Information

1. BIDDING / PROPOSING COMPANY NAME _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____



Bid / Proposal # _____

VENDOR REFERENCE

FOR VENDOR: _____

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

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Email Address _____

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

BID CHECKLIST

Bidders are to complete, sign and return the following forms. Use the list below to check off the items as they are completed and as a mailing check list. A complete bid package must contain all the items.

1. _____ Bid Price Sheet (signed)
2. _____ DOA-3477, Vendor Information form
3. _____ DOA-3478, Vendor Reference form (Bidder Certification for O& M projects)
4. _____ DOA-3478, Vendor Reference form (Bidder Certification for testing lab proposed)
5. _____ Point by point response to all requirements listed in the Bidder Certifications section of this bid document.

NOTE: The State reserves the right to reject incomplete bids.

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's 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 attach-

ments 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 which 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 twenty-five thousand dollars (\$25,000) 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 twenty-five (25) 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.
- 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, the Rules of the Industrial Commission on Safety, 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.

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) 266-3590.

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.



Supplemental Standard Terms and Conditions for Procurements for Services

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will

neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.