



## Agreement

### I. Parties

This Agreement, 2017-28 is made this 23 day of February 2017, by and between **GRABER MANUFACTURING INC. ("Contractor")**, located at 1080 Uniek Drive Waunakee, WI 53597 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with Contractor for the purchase of Park Benches, Trash Receptacles, and Picnic Tables in an amount not to exceed budgeted funds; and

**Whereas** Contractor has agreed to provide said equipment to the Town in accordance with its contract with University of Wisconsin-Madison, contract no. 17-5290, dated November 29, 2016, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of the University of Wisconsin-Madison contract, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

### IV. Products and Services

Contractor shall provide the purchase of equipment to the Town in accordance with the terms of the above referenced University of Wisconsin-Madison contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

### V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the University of Wisconsin-Madison contract:

#### CONTRACT NUMBER

The Town of Miami Lakes' Park Furniture Contract will be referenced as Contract #2017-28.

#### EFFECTIVE DATE

Month February Day 23 of 2017

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

### **INVOICING**

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

### **INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.



**REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES**

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**VI. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Specialist  
(305) 364-6100 ext. 1164 [fossler@miamilakes-fl.gov](mailto:fossler@miamilakes-fl.gov)

Project Manager: Tony Lopez or Designee, Chief of Operations  
(305) 364-6100 ext. 1130 [lopezt@miamilakes-fl.gov](mailto:lopezt@miamilakes-fl.gov)

The point of contact for **Graber Manufacturing Inc.** shall be:

Name: Andrea K. Clausen Email: aclausen@madrax.com

Title: Direct Sales Manager phone: 800-448-7931

**Graber Manufacturing Inc.**

**Town of Miami Lakes**

Signature

Andrea K. Clausen

Name (Print)

Direct Sales Manager

Title

*AMT*

Alex Rey, Town Manager

Attest:

Gina Inguanzo, Town Clerk

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



**CORPORATE RESOLUTION**

WHEREAS, GRABER MANUFACTURING INC. ("VENDOR") desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Direct Sales Manager  
(type title of officer)

Andrea K. Clausen, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 23 day of February, 2017.

Tracy Graber  
Corporate Secretary

(Corporate Seal)



**Exhibit "A"**  
**University of Wisconsin-Madison**  
**Contract No. 17-5290**

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

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November 3, 2016

Attn: Andrea Clausen  
Graber Manufacturing Inc.  
1080 Uniek Drive  
Waunakee, WI 53597

SUBJECT: RFB NO. 17-5290 for Architectural & Outdoor Products

Dear Vendor:

The University is awarding a contract to **Graber Manufacturing, Inc.**, subject to receipt by the University of the following document:

One signed and dated original copy of the contract.

By signing the attached contract and returning the document to this office via U.S. mail (21 N. Park Street, Suite 6101, Madison, WI 53715-1218), fax [608-262-4467] or e-mail [[crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)], one copy, as accepted and executed by University, will be returned for your file.

Failure to furnish this document by **November 8, 2016** may result in cancellation of further contract award consideration. If you are unable to meet this date or if you have questions, please contact me at 608-262-5321 or e-mail ([crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)).

Sincerely,

*Crescent Kringle*

Crescent Kringle  
Procurement Specialist (Senior)

KGL/Lq2

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**PURCHASING SERVICES**

University of Wisconsin-Madison • 21 N Park St, Suite 6101 • Madison, WI 53715 1218  
608/262-5321 • (Fax) 608/262-4467 • [www.bussvc.wisc.edu](http://www.bussvc.wisc.edu) • [crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)

November 3, 2016

**CONTRACT**

CONTRACT NO.: 17-5290  
COMMODITY OR SERVICE: Architectural & Outdoor Products  
PERIOD OF CONTRACT: November 1, 2016 through October 31, 2017 with automatic renewal extensions to October 31, 2021, unless amended, cancelled or rebid.

This Agreement is entered into between the University of Wisconsin-Madison (hereinafter called "University") and **Graber Manufacturing, Inc.**

Whereas the University issued a Request for Bid (RFB) dated September 21, 2016; and

Whereas the University wishes to award a contract pursuant to that process; and

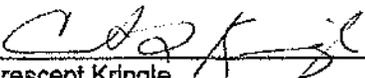
Whereas **Graber Manufacturing, Inc.** wishes to provide product and services requested in the RFB;

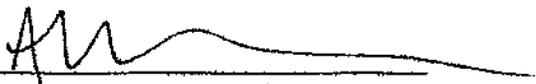
NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, **Graber Manufacturing, Inc.** and the University do hereby agree as follows:

1. **Graber Manufacturing, Inc.** agrees to supply such commodity or service in accordance with the terms, conditions, and specifications of the RFB, including appendices and amendments, and **Graber Manufacturing, Inc.**'s response (Response). The RFB and Response are incorporated and made a part of this contract.
2. The terms of this agreement shall follow this order of precedence:
  - The specific terms and conditions stated herein.
  - Original Request for Bid (RFB) Number 17-5290, including appendices/amendments.
  - Contractor's response to RFB.
  - Official Purchase Order (when applicable).
3. This Agreement may be amended only by written agreement of the parties.

FOR: UNIVERSITY OF WISCONSIN-MADISON

FOR: Graber Manufacturing Inc.  
1080 Uniek Drive  
Waunakee, WI 53597

  
Crescent Kringle

BY: 

Procurement Specialist (Senior)  
TITLE

TITLE: Direct Sales Manager

DATE: 11/8/16

DATE: 11/8/16

17-5290  
RFB NO.



November 3, 2016

Attn. Andrea Clausen  
Graber Manufacturing Inc.  
1080 Uniek Drive  
Waunakee, WI 53597

SUBJECT: RFB NO. 17-5290 for Architectural & Outdoor Products

Dear Vendor:

After careful review, the University is awarding this procurement to the vendors listed below:

Vendor	Manufacturer	Door Delivery	Installed
Clarus Glassboards	Clarus Glassboards	X	X
Creative Business Interiors	Buzzispace	X	X
	Thomas Steele		X
Ekitta	Ekitta	X	X
Gerber Leisure Products, Inc.	Gerber Manufacturing	X	
	Dumor	X	
Graber Manufacturing, Inc.	Madrax	X	
	Thomas Steele	X	
Hauser Industries	Hauser Industries	X	X
Landscape Forms, Inc.	Landscape Forms	X	
Max-R	Max-R	X	
Norix Group, Inc.	Norix Group, Inc. (*Outdoor products only*)	X	X
Urban Evolutions, Inc.	Urban Evolutions	X	X
Via Seating	Via Seating	X	X
Wausau Tile, Inc.	Wausau Tile	X	
Wieland Designs	Sixinch	X	X

A contract for signature by an authorized representative of your organization is attached.

If you have any questions, please feel free to contact me at 608-262-5321 or e-mail ([crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)).

Sincerely,

*Crescent Kringle*

Crescent Kringle  
Procurement Specialist (Senior)

KGL/lq2

**PURCHASING SERVICES**

University of Wisconsin-Madison • 21 N Park St, Suite 6101 • Madison, WI 53715 1218  
608/262-5321 • (Fax) 608/262-4467 • [www.bussvc.wisc.edu](http://www.bussvc.wisc.edu) • [crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)

# University of Wisconsin - Madison

## REQUEST FOR BID

AGENT: Crescent Kringle

Questions regarding this bid – see Section 3.1

**THIS IS NOT AN ORDER**

For Submittal of Bid Instructions – see Section #1.

### OFFICIAL SEALED

CONTRACT NUMBER: 17-5290

ISSUE DATE: 9/21/16

DUE DATE: 10/12/16 2:00 PM CDT

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. Award(s), if any, will be made as soon thereafter as possible.

The bid abstract will be on file and is open to public inspection only after award determination has been made.

If **NO BID** (check here)  and return.

#### Architectural and Outdoor Products and Furniture, Including Waste and Recycling Containers

for the period November 1, 2016 through October 31, 2017. It will be automatically renewed for four additional one-year terms.

The current contract may be viewed at <http://www.bussvc.wisc.edu/purch/contract/wp5290.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:	Graber Manufacturing, Inc. d.b.a. Madrax+		
COMPANY STREET ADDRESS:	1080 Unick Drive.	Thomas Steede	
COMPANY CITY, STATE & ZIP:	Waunakee, WI	53597	
SIGNATURE:		DATE:	10/12/16
TYPE OR PRINT NAME:	Andrea K. Clausen		
TITLE:	Direct Sales Manager		
TELEPHONE NUMBER:	(810) 448-7931	FAX NUMBER:	608 844-1081
EMAIL ADDRESS:	aclausen@madrax.com andrea@thomassteede.com		
FEIN NUMBER:	#39-1660461	DUNS #:	61-971-7341

Amendment # 1 ✓

# University of Wisconsin - Madison

## REQUEST FOR BID

AGENT: Crescent Kringle

**THIS IS NOT AN ORDER**

Questions regarding this bid – see Section 3.1

For Submittal of Bid Instructions – see Section #1.

### OFFICIAL SEALED

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.

CONTRACT NUMBER: 17-5290

ISSUE DATE: 09/30/16

Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible.

DUE DATE: 10/12/16 2:00 PM CDT

The bid abstract will be on file and is open to public inspection only after award determination has been made.

If NO BID (check here)  and return.

**17-5290 / AMENDMENT #1 / ARCHITECTURAL & OUTDOOR PRODUCTS AND FURNITURE, WASTE AND RECYCLING CONTAINERS**

Amendment #1 issued to answer questions received from bidders and update Attachment B. Changes are highlighted - please replace Pages 19 and 20 of 29.

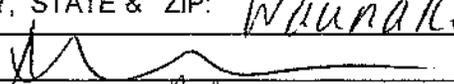
If this amendment is not returned, it shall be assumed your original bid meets all conditions of the amendment.

All other terms and conditions remain the same. Please revise and submit your bid accordingly.

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:	Grabber Manufacturing, Inc. (t.b.a. Madrax, +		
COMPANY STREET ADDRESS:	1080 Uniek Drive. Thomas Steele		
COMPANY CITY, STATE & ZIP:	Wausaukee, WI 53597		
SIGNATURE:		DATE:	10/12/16
TYPE OR PRINT NAME:	Thomas Steele		
TITLE:	Direct Sales Manager		
TELEPHONE NUMBER:	800 448-7931	FAX NUMBER:	608 849-1081
EMAIL ADDRESS:	aclausen@madrax.com andrea@thomassteele.com		
FEIN NUMBER:	#39-1660461	DUNS #:	61-971-7341

*Lead 10/12/16 AC*

**AMENDMENT #1  
QUESTIONS AND ANSWERS FOR 17-5290  
(ARCHITECTURAL & OUTDOOR PRODUCTS AND FURNITURE, WASTE AND RECYCLING CONTAINERS)**

- Q1 We received the request to bid on this upcoming project. I was wondering if you were able to send me the specs to University of Wisconsin – Madison?**
- A1 This bid is not for a specific project and does not include specific specifications. The contract resulting from this bid is designed to offer users a variety of manufacturers and distributors from which they can purchase architectural components, outdoor products and furniture and/or waste and recycling containers. The manufacturers identified on the itemized bid list (Attachment B) are anticipated for possible use for upcoming projects on the University of Wisconsin-Madison campus. See Section 6.1 (page 15 of 29) regarding alternate bids, Section 3.7 Method of Bid, and Section 3.8 Method of Award.
- Q2 I have the Request for Bid for the above-referenced contract, and am wondering where I can find the furniture specifications.**
- A2 See A1.
- Q3 Is this my chance to get on contract?**
- A3 The term of the contract resulting from this bid will be for one year, and will be automatically renewed for four additional one-year terms. Bidders may offer an alternate/additional manufacturer believed to be an equal to those listed. The University will be the sole judge of equivalent acceptability between Bidders responses. See Section 6.1 (page 15 of 29).
- Q4 I am interested in bidding on the above mentioned project, however, I cannot find the specifications for the products desired. Please advise where I can find the item specifications so that I might bid on them.**
- A4 See A1.
- Q5 I wanted to get back to you and let you know that this Bid package (RFB) is something that should be forwarded to and completed by the dealerships bidding. If [our] product is on an RFQ, each individual dealership will request pricing with discounting from me or from Customer Service. We would provide warranty information at that time as well.**
- A5 For this bid, bidders may be manufacturers who will bid and sell to the University directly, may be manufacturers who will bid and then identify their distributors under a "subcontracting" situation or may be distributors who will bid the contract on their own behalf. See Section 3.7.3.
- Q6 Was this supposed to come to me? I read through the entire document & am not sure what is required of me.**
- A6 See A1.
- Q7 It was brought to my attention that this bid encompasses a product category (Code 42064 Lounge Furniture, Wood) that seems well suited for [our product]. Before [our] management begins to complete the bid response, I just want to confirm that you are also confident that [our product] is an ideal fit with this #17-5290 bid product categories.**
- A7 Bidders may offer an alternate/additional manufacturer believed to be an equal to those listed. The University will be the sole judge of equivalent acceptability between Bidders responses. See Section 6.1 (page 15 of 29).
- Q8 With regard to Request For Bid 17-5290 Architectural and Outdoor Products and Furniture, Including Waste And Recycling Containers, we would like to determine whether we are qualified to submit a response. As the specifications list includes only manufacturers, and not product specifications, we are wondering if this bid is for contractors/installers only. We are a manufacturer and would like to offer our products, but do not have on-site service or install capability. Are on-site service and installation an absolute requirement? If not, are you able to provide specifications for the waste and recycling containers required?**
- A8 See A1, A5 and A7. See Section 5.2 regarding delivery and installation. The University is aware some manufacturers may not offer installation services or distributors who provide these services. Bidders should indicate on the Itemized Bid List (Attachment B) whether or not an installed discount is available.

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## INTRODUCTION

### SECTION #1: SUBMITTAL INSTRUCTIONS

#### **BIDS MUST BE DELIVERED TO:**

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

#### **NUMBER OF COPIES TO BE SUBMITTED:**

**Two (2)** hard copies of the completed bids, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside.** Bids must be received and date/time stamped prior to 2:00 p.m. 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 6<sup>th</sup> Floor Reception Desk in Suite 6101 and call 608-262-1526 for assistance.**

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

**If 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)**, provided (i) they are date/time stamped prior to 2:00 p.m. CDT on the stated bid due date.

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.

**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.

<b>OFFICIAL SEALED BID</b>	
<b>NUMBER: 17-5290</b>	
<b>DUE DATE: 10/12/16</b>	<b>TIME: 2:00 PM CDT</b>
<b>SHIP FROM:</b>	<i>Wausaukee, WI 53597</i>
<b>VENDOR NAME HERE:</b>	<i>Graber Manufacturing, Inc.</i>
<b>ADDRESS:</b>	<i>d.b.a. Madrox + Thomas Steele 1080 Wauk Drive. Wausaukee, WI 53597</i>
<b>SHIP TO:</b>	
<b>UNIVERSITY OF WISCONSIN-MADISON PURCHASING SERVICES 21 N PARK ST, SUITE 6101 MADISON, WI 53715-1218</b>	

**1.1 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**)
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) and Itemized Bid List (Attachment B)
4. Vendor Information Sheet (Attachment C)
5. Client Reference List (Attachment D)
6. Dealer Information (if applicable) (Attachment F)

## 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.**

### 2.1 Purpose:

The University of Wisconsin-Madison, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," requests bids for the purchase of Architectural and Outdoor Products and Furniture, Including Waste and Recycling Containers.

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

### Scope:

This contract is designed to offer users a variety of manufacturers and distributors from which they can purchase architectural components, outdoor products and furniture and/or waste and recycling containers. The manufacturers identified are anticipated for possible use for upcoming projects on the University of Wisconsin-Madison campus.

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. This Contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate bids when deemed in the best interest of the University.

**NOTE:** The University of Wisconsin Madison is currently completing design and construction for a variety of campus buildings, both new and renovated. It has been determined and is anticipated that the University may purchase products from manufacturers identified. The manufacturers listed have been chosen based on research completed by staff regarding product availability, performance, quality and unique features offered.

### 2.2 Definitions:

The following definitions are used throughout this document:

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

**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.

**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.

**Purchasing card** means State credit card.

**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 VendorNet Registration:**

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

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

**2.4 Orders:**

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

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

**2.5 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.

**2.6 Campus Delivery Requirements:**

- 2.6.1 Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.
- 2.6.2 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](http://transportation.wisc.edu/resources/large_truck.aspx).
- 2.6.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30' truck policy referenced in Section 2.6.2 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.

**2.7 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.

**2.8 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.

## **2.9 Supplier Diversity**

### **2.9.1 Minority Business Enterprise Program (MBE)**

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

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

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

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

### **2.9.2 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.

### **2.9.3 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.

### SECTION #3: RFB PROCESS INSTRUCTIONS

#### 3.1 Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this request should 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 to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the RFB document.

ADMINISTRATIVE:

Crescent Kringle  
UW Purchasing  
21 N Park St, Suite 6101  
Madison, WI 53715-1218  
E-mail: [crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)  
PHONE 608/262-5321 -- FAX 608/262-4467

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.

#### 3.2 Applicable Dates:

Date	Event
September 21, 2016	Date of Issue of the RFB
September 28, 2016	Written questions due
October 12, 2016 -- 2:00 PM CDT	RFB Due Date (Local Madison Time)
November 1, 2016	Contract Term Begins

#### 3.3 Term of Contract

The initial term of this contract shall be November 1, 2016, or date of award, through October 31, 2017. This contract will be automatically renewed for four additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, 90 calendar days prior to expiration of the initial and/or succeeding Contract term(s).

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

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

**3.5 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>

**3.6 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.

**3.7 Method of Bid:**

Bidder must submit a bid in the form of a percent discount or percentage markup from the most current price list identified on the Itemized Bid List for each manufacturer. Bidder must identify current price list by title and date on the Itemized Bid List if the University has not identified it above.

3.7.1 In some instances the manufacturer identified is already providing items and products to the University and the "price list" available to that manufacturer may be limited to a small number of items. Offering a limited number of items is acceptable and bidders/manufacturers are encouraged to bid any and all items they are currently providing to the University to allow for future purchases.

3.7.2 If the price list includes more than one column, bidder must identify to which column the percent bid is applied or your bid for that manufacturer may be disqualified. If not identified by the bidder, the UW may use the highest priced column for award consideration.

The column identified shall be used as the basis for award and all subsequent orders unless a lower priced column is negotiated by the parties.

3.7.3 For this bid, bidders may be manufacturers who will bid and sell to the University directly, may be manufacturers who will bid and then identify their distributors under a "subcontracting" situation or may be distributors who will bid the contract on their own behalf. All of these options are acceptable.

**3.8 Method of Award:**

Award(s) shall be made on the basis of the highest percentage discount(s) bid or lowest percentage markup for each manufacturer identified on the Itemized Bid List. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified.

**Supplier Diversity Preferences**

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

Additional Award Criteria are as follows:

3.8.1 Volume discounts shall not be considered when determining award. However, they shall apply to orders issued on this contract.

3.8.2 It is intended that the entire award shall be to a single bidder for each manufacturer listed. However, to insure items/services meet the University's specifications and will be completed within the time required, the University may award a primary and secondary Contractor.

- 3.8.3 It is intended that one award per manufacturer shall be made on the specified manufacturer's item. Alternate items, if deemed equivalent by the University, may be awarded as additional product line(s).
- 3.8.4 In the event that a manufacturer is awarded the contract and names their distributors (independent contractors/subcontractors), the manufacturer may add additional distributors by requesting the addition on the manufacturer's letterhead. This request letter must include all contact information available for the distributor as was provided by the manufacturer with their original bid for all of the other distributors.

If a distributor is awarded the contract for a given manufacturer, additional distributors cannot be added for that manufacturer over the life of the contract.

**3.9 Samples and Evaluation:**

- 3.9.1 Bidder may be requested to submit a no-charge sample(s) upon request after bids are opened for bid evaluation purposes or verification of item/service bid.
- 3.9.2 Samples **should** be clearly labeled as "sample" and should be identified with the bidder's name, bid number, due date and bid item number.
- 3.9.3 Samples requested shall be delivered to the designated location no later than the date and time specified by the University.
- 3.9.4 Failure to deliver samples within time designated may disqualify your bid.
- 3.9.5 All samples provided by the Bidder(s) shall be evaluated by the University in an identical manner to determine whether the items/services bid conform with bid specifications.
- 3.9.6 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.
- 3.9.7 The Bidder shall be notified in writing by the University to pick up samples, at the bidders' expense, within 7 working days of date of such notification. Any samples not picked up in the designated time period shall be disposed of as the University sees fit.

## SECTION #4: BIDDER QUALIFICATIONS

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

### 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. *VAC*

### 4.2 Bidder Experience:

Bidder (company or its principals) must be in the business of providing the item/service and must have done so for the past 3 years. *VAC*

### 4.3 Authorization:

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer with service and repair capabilities for the item. On Bidder Response Sheet identify account number with manufacturer, as applicable.

### 4.4 Client List/References:

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

### 4.5 Fair Price Analysis:

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

### 4.6 Trademark:

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

### 4.7 Minimum Order:

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

### 4.8 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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

## SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

### 5.1 Firm Discounts or Percentage Markup:

- 5.1.1 Prices for the items listed on this contract shall be based on a firm discount or percentage markup from the price list identified on the Itemized Bid List. The percentage must remain firm during the initial and each succeeding contract term; or may be renegotiated by the University and the Contractor.

Contractor may offer better (higher) discounts due to general market conditions, larger projects, etc. The University reserves the right to conduct pricing exercises/quote requests to any or all of the Contractors available.

- 5.1.2 One (1) paper copies and/or one (1) CD/DVD/Flash Drive copies of the price list in searchable Excel, Word or PDF format should accompany your bid response. Referencing your website for pricing information is not sufficient. After award, Contractor must provide additional copies to Purchasing and University departments upon request.

In some instances, the manufacturer identified is already providing items and products to the University and the "price list" available to that manufacturer may be limited to a small number of items. Offering a limited number of items is acceptable and bidders/manufacturers are encouraged to bid any and all items they are currently providing to the University to allow for future purchases.

- 5.1.3 Should prices change during the contract term, it is the responsibility of the Contractor to submit a letter, referencing the contract number, and/or one (1) paper copies and/or one (1) CD/DVD/Flash Drive copies of the price list in searchable Excel, Word or PDF format of the new price list or revised portions, to Purchasing, 30 days prior to any price increases becoming effective. Proposed price increases are limited to fully documented cost increases submitted with the request. Invoices shall be audited using the most current price list on file in Purchasing on the date the order was placed. An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.

- 5.1.4 Price lists should be labeled with the contract number and lot(s) if applicable, to which they apply.

### 5.2 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 various locations, 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 5.3

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

-AND/OR-

### 5.2 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.

### 5.3 University Imports:

**Definitions:**

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

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

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

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

### 5.4 Requirements for Criminal Background Checks

**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, 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 activity, the Contractor shall also report to the UW Police Department or UW's Office for Equity and Diversity.

### 5.5 Timeliness of Delivery:

Delivery is desired as soon as possible after receipt of an order. State on the Bidder Response Sheet when delivery can be made. Timeliness of delivery may be used in evaluation for bid award.

The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within 48 hours of receipt of order or release against existing order(s).

### 5.6 Item Return Policy:

Contractor should provide for return of items ordered in error for up to 30 calendar days from receipt with the University paying only the return shipping costs. Bidder should indicate in detail on the Bidder Response Sheet their company's return policy.

### 5.7 Additional Items/Services:

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

## 5.8 Invoicing Requirements:

### *Invoices for Purchase Orders:*

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

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

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

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

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

### *Purchasing Card:*

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

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

## 5.9 Payment Terms

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

## 5.10 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.

## 5.11 Training:

If requested, Contractor must provide personnel with instructions on set-up and operation of the items at no charge to the customer. Training requirements will be negotiated with the Contractor if not specified in the bid specifications.

## 5.12 Insurance:

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

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

**5.13 Performance Meetings**

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

**5.14 Subcontracting:**

- 5.14.1 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.
- 5.14.2 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.
- 5.14.3 Subcontractors must abide by all terms and conditions under this Contract.
- 5.14.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

**5.15 Activity Reports:**

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

- date of order/release
- item manufacturer's name or abbreviation (if applicable)
- complete item description including catalog, model and/or stock number(s) identical to those stated in bid
- prices per the Contract

**5.16 Contract Termination:**

- 5.16.1 The University may terminate the Contract at any time, **without cause**, by providing 30 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.
- 5.16.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 15 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: repeated late or non-delivery, improper substitution of product, failure to resolve delivery/installation problems, consistent backorders, failure to return communication requests in a timely manner, or failure to provide any of the Terms, Conditions or Specifications.
- 5.16.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.
- 5.16.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

5.16.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days notice in writing of such termination.

5.16.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

**5.17 Other Eligible Purchasers:**

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

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

**5.18 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.

**5.19 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 17-5290, dated September 21, 2016 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 condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

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

## SECTION #6 SPECIFICATIONS

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

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

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

- 6.1 The manufacturer's items shown on the Itemized Bid List have been identified as currently being used or are of potential interest for future applications at UW-Madison. Adequate detailed specifications of the items/services being offered or bid should be included with your bid. Bidder may offer an alternate/additional manufacturer believed to be an equal to those listed. Any alternate items/manufacturers bid must be clearly identified on the Itemized Bid List. Detailed specifications of the alternate items/services offered must 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.
- 6.2 **Warranty:**  
Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchase under this contract. Bidder should indicate warranty term on Bidder Response Sheet and should enclose standard warranty documents with your bid.
- 6.3 **Employee Identification:**  
All Contractor's employees, while working on University property, must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's cost. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.
- 6.4 **Environmentally Friendly ("Green") Product:**  
Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase "Green" products wherever feasible or possible based on individual project needs and funding available.

**ATTACHMENT A: BIDDER RESPONSE SHEET**

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

=====

	YES	NO
--	-----	----

**SUBMITTAL INSTRUCTIONS**

Have you included **two** complete set(s) of your bid?  
(only one (1) copy required if faxing or e-mailing)

YES  NO

1.1 Have you completed and returned all forms required?

YES  NO

2.4 What order method will you accept orders against this contract:

- E-mail
- Fax
- Internet
- Mail
- Phone
- Other:

*on site from UW-Staff with Authority to purchase*

2.5 Do you have the capability of putting the University's specific pricing on a WEB site that is accessible to University Purchasers through a unique logon ID?

YES  NO

If yes, does your Website provide a means of on-line ordering with our specific pricing being applied automatically?

YES  NO

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

YES  NO

If yes, does your Order System provide a self-service means for the customer to track their order via Internet?

YES  NO

3.8.2 Do you agree to a demonstration of the item(s) bid within the time frame specified?

YES  NO

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

YES  NO

4.2 Are you in the business of providing the items/services and has your company or its principals done so for the past 3 years?

YES  NO

4.3 Are you an original manufacturer, authorized distributor, or dealer authorized by manufacturer? (with service and repair capabilities for the item?)

YES  NO

*Graber Manufacturing, Inc. d/b/a Madmax + Thomas Steele*  
(Identify account number with manufacturer, as applicable.)  
*We are the manufacturer*

Account # *# 37-1660461 TAX ID*

4.4 Have you provided a client list? (see Attachment E)

YES  NO

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?

*Yes, our price lists for both companies are always available on line @ www.madmax and www.thomas-steele.com we can also email the price lists to the University. We have a number of previous contracts that you can look at for a reference.*

- 4.6 Are you a licensee for items bearing trademarks, logos or other symbols of the University?    
If not, and if necessary, will you become a licensee upon award?
- 4.7 Do you agree to no minimum order quantity or dollar amount?
- 4.8 Do you certify that neither your organization nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?
- Firm Discounts or Percentage Markup** *Will offer large discounts for volume. Regent books are negotiated priors with UW*
- 5.1.1 Do you agree to firm discounts or percentage markup as stated?
- 5.1.2 Have you provided one (1) paper copies and/or one (1) CD/DVD/Flash Drive copies of price lists as required?
- Will you provide additional copies to Purchasing and University departments upon request?
- 5.1.3 Do you agree with process and timeframe identified for accepting price increases?
- 5.2 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 5.2 carefully)    
*Destination Freight Prepaid yes. Supplier ONLY CAN NOT offer installation services*  
Country of Origin U.S.A.  
Shipping Point Wausaukee, WI
- AND/OR-** *We do provide install instructions for our products*
- 5.2 Are you bidding all prices On Site Service? (Be sure to read Section 5.2 carefully)    
*Please see below: Not a contractor or subcontractor*
- 5.5 State delivery time 28-35 Sm days After Receipt of Order (ARO).
- Will you notify ordering department of backorders, discontinuation or delays as stated?
- 5.6 Do you agree with return policy? If not, state your return policy in detail.
- 5.8 Will you agree that all invoices will reflect prices established for items on this Contract for all orders placed even though the Contract number and/or correct prices may not be referenced on each order?
- Will you accept orders placed using a Purchasing Card?    
If YES, orders placed using a Purchasing Card must reflect current contract pricing.  
*Yes, if payment is prior to shipment*  
Any fees charged for use of the University's Purchasing Card program are not allowed.
- 
- 5.10 Do you agree to terms regarding duplicates and overshipments?
- 5.11 Will you provide instructions on set-up and operation as required?
- 5.12 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.13 and will you add the following language to the insurance certificate?:    
*We are a supplier only*  
*"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 liability policies on any insurance certificate provided.*
- 5.14 Do you agree to subcontracting terms and conditions?    
*We will provide insurance documents as we have in the past*  
*We are the manufacturer supplier only. We cannot perform services on site.*

5.15 Can you report on items purchased on this contract if requested?

5.17 Do you agree to extending the contract to other:  
University of Wisconsin System campuses?    
State of Wisconsin Agencies?    
Wisconsin Municipalities?

If **YES**, indicate whether other charges will be added and what those charges would be: None

5.19 Have you documented exceptions in the format requested?

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 Will you honor manufacturer standard warranty?  
If **YES**, have you enclosed standard warranty documents?

Warranty term: 1 year / 5 year / 20 year  
parts labor / galvanized / structural

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

We are not a contractor or sub-contractor

6.4 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?

- Identified in catalog and material information is included in the bid  
- Should we need to or have any warranty repairs we include transportation fees to pick up and return.

- We are a supplier not a sub-contractor

**ATTACHMENT B: SPECIFICATIONS / ITEMIZED BID LIST**

ITEM	MANUFACTURER:	DISCOUNT (-) OR MARKUP (+) (check one below)	COLUMN A FOB DESTINATION DOOR DELIVERY DISCOUNT	COLUMN B FOB INSTALLED DISCOUNT
1.	<b>BUZZISPACE</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
2.	<b>CLARUS GLASS BOARDS</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
3.	<b>COMMUNITY PLAYTHINGS</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
4.	<b>DELTA DESIGNS LTD</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
5.	<b>EKITTA</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
6.	<b>FORMS+SURFACES</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
7.	<b>HAUSER INDUSTRIES INC</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
8.	<b>LANDSCAPE FORMS</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
9.	<b>LIGHTING SYSTEMS INCORPORATED</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %

ITEM	MANUFACTURER:	DISCOUNT (-) OR MARKUP (+) (check one below)	COLUMN A FOB DESTINATION DOOR DELIVERY DISCOUNT	COLUMN B FOB INSTALLED DISCOUNT
10.	<i>Graber Manufacturing, d.b.a.</i> <b>MADRAX</b> Warranty: <u>1/5/20</u> years Delivery ARO* <u>28-40</u> days Price List effective <u>most</u> <i>Current Catalog</i>	<u>23%</u> Discount (-) ____ Markup (+) <i>delivered entire catalog</i>	<u>23%</u> % <i>off</i>	<u>n/a</u> % <i>Supplier only</i>
11.	<b>MAGNUSON GROUP</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____ <i>offered</i>	____ Discount (-) ____ Markup (+)	_____ %	_____ %
12.	<b>MAX-R COMPANY</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
13.	<b>METAL SMITHS</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
14.	<b>MONTEL</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____ <i>Graber Manufacturing, d.b.a.</i>	____ Discount (-) ____ Markup (+)	_____ %	_____ %
15.	<b>THOMAS STEELE</b> Warranty: <u>1/5/20</u> years Delivery ARO* <u>28-60</u> days Price List effective <u>most</u> <i>Current Catalog</i>	<u>23%</u> Discount (-) ____ Markup (+) <i>delivered entire catalog</i>	<u>23%</u> %	<u>n/a</u> % <i>Supplier only</i>
16.	<b>URBAN EVOLUTIONS</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____ <i>offered</i>	____ Discount (-) ____ Markup (+)	_____ %	_____ %
17.	<b>WAUSAU TILE</b> Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %

Plus → Madrax / Regent Racks 40% off List  
 → Non Catalog on website specifically designed  
 Regent Racks for the UW previously  
 negotiated prices with Transportation 2013.  
 Included List pricing for these  
 bicycle racks. 40% off List.

# Non-Catalog OR Website Regent Racks for the University of Wisconsin-Madison

**Regent™**

**LIST PRICE**

**40% OFF LIST OFFER**



**U.S. Patent Numbers:  
RGT-DN-1: D715698  
RGT-UP-1: D730247**



RGT-DN-1



RGT-UP-1



RGT-SNG-4



RGT-DBL-8

Item No.	Price (Wt)	Description (Capacity)
<b>Park One Side</b>		
RGT-DN-1-G	119 (23)	Regent (1 Bike) - Down Position - Surface Mount - Galvanized
RGT-UP-1-G	119 (23)	Regent (1 Bike) - Up Position - Surface Mount - Galvanized
RGT-SNG-2-G	269 (55)	Regent (2 Bikes) - Rail Mount, Park One Side - 23" L - Galvanized
RGT-SNG-3-G	399 (84)	Regent (3 Bikes) - Rail Mount, Park One Side - 39" L - Galvanized
RGT-SNG-4-G	519 (113)	Regent (4 Bikes) - Rail Mount, Park One Side - 55" L - Galvanized
RGT-SNG-5-G	649 (142)	Regent (5 Bikes) - Rail Mount, Park One Side - 71" L - Galvanized
RGT-SNG-6-G	779 (172)	Regent (6 Bikes) - Rail Mount, Park One Side - 87" L - Galvanized
RGT-SNG-7-G	909 (201)	Regent (7 Bikes) - Rail Mount, Park One Side - 103" L - Galvanized
RGT-SNG-8-G	1,039 (230)	Regent (8 Bikes) - Rail Mount, Park One Side - 119" L - Galvanized
RGT-SNG-9-G	1,169 (259)	Regent (9 Bikes) - Rail Mount, Park One Side - 135" L - Galvanized
RGT-SNG-10-G	1,299 (288)	Regent (10 Bikes) - Rail Mount, Park One Side - 151" L - Galvanized
<b>Park Both Sides</b>		
RGT-DBL-2-G	269 (53)	Regent (2 Bikes) - Rail Mount, Park Both Sides - 19" L - Galvanized
RGT-DBL-4-G	519 (101)	Regent (4 Bikes) - Rail Mount, Park Both Sides - 23" L - Galvanized
RGT-DBL-6-G	779 (153)	Regent (6 Bikes) - Rail Mount, Park Both Sides - 39" L - Galvanized
RGT-DBL-8-G	1,039 (205)	Regent (8 Bikes) - Rail Mount, Park Both Sides - 55" L - Galvanized
RGT-DBL-10-G	1,299 (257)	Regent (10 Bikes) - Rail Mount, Park Both Sides - 71" L - Galvanized
RGT-DBL-12-G	1,559 (310)	Regent (12 Bikes) - Rail Mount, Park Both Sides - 87" L - Galvanized
RGT-DBL-14-G	1,819 (362)	Regent (14 Bikes) - Rail Mount, Park Both Sides - 103" L - Galvanized
RGT-DBL-16-G	2,079 (414)	Regent (16 Bikes) - Rail Mount, Park Both Sides - 119" L - Galvanized
RGT-DBL-18-G	2,339 (466)	Regent (18 Bikes) - Rail Mount, Park Both Sides - 135" L - Galvanized
RGT-DBL-20-G	2,599 (518)	Regent (20 Bikes) - Rail Mount, Park Both Sides - 151" L - Galvanized
RGT-CON-G*	50 (5)	Rails (2ea.) For Connecting All Regent™ Racks - 19" - Galvanized
VCC	20 (0)	Vinyl Cushion Coating for Each Locking Arm - Upcharge



October 2016

## Explanation of Deviations and Exceptions

5.2. We are bidding prices F.O.B. Destination Freight Prepaid. We are a Supplier only and cannot offer contractor or sub-contractor services which would include installation. We do provide installation drawings and recommendations for all of our products.

5.2 on site service repairs cannot be performed as we are only a supplier/manufacturer. We are able to send quality control to the jobsite. (We are a local company) for evaluation. Should there be quality or warranty issues to address we would pick up and return and include transportation fees. We do offer on-site or at our facility consultative services for the UW Madison and have done so in the past.

AK  
Andrea K. Clausen 10/12/16



October 2016

- NON catalog or website related items:  
Manufactured specifically for the UW Madison  
REGENT High Density Bicycle Racks:

Regent Racks UW-Madison Pricing:  
Factory Direct Pricing:

See List pricing included in Bid.

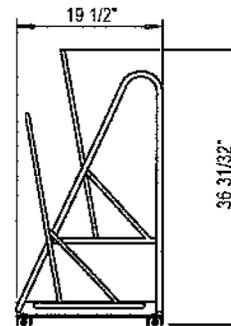
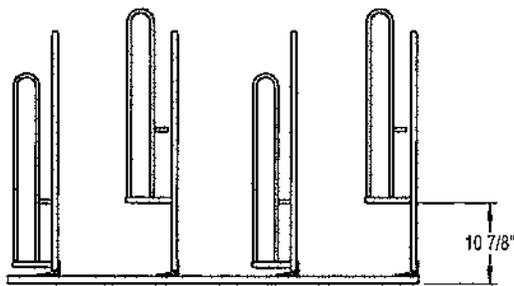
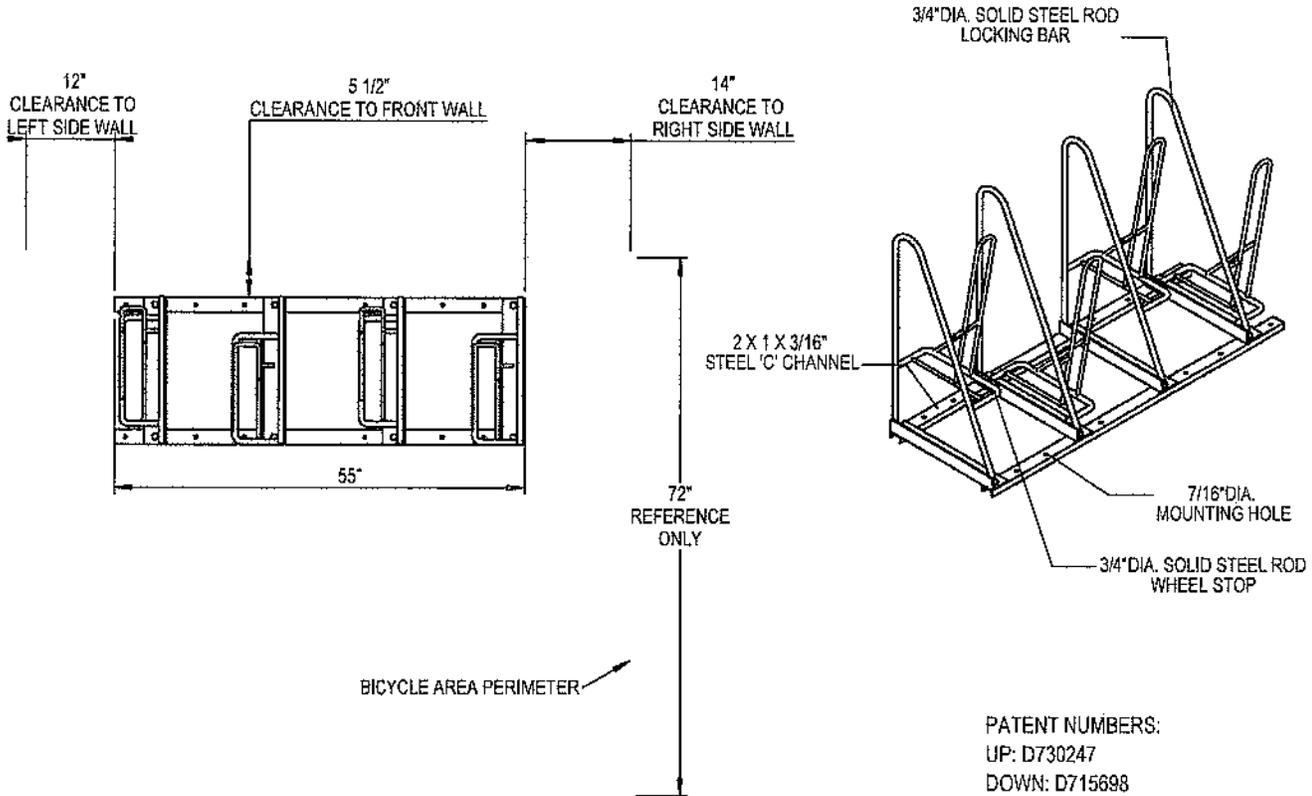
40% off Listed pricing

Please see attached drawings for configurations and examples of sizes of offerings.



MADRAX DIVISION

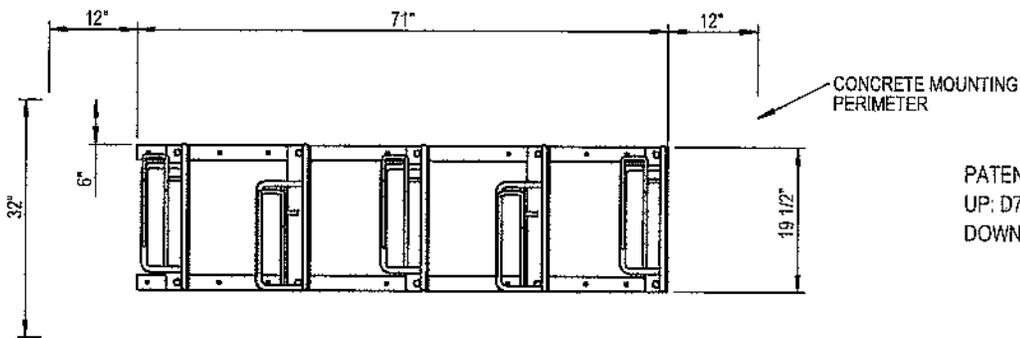
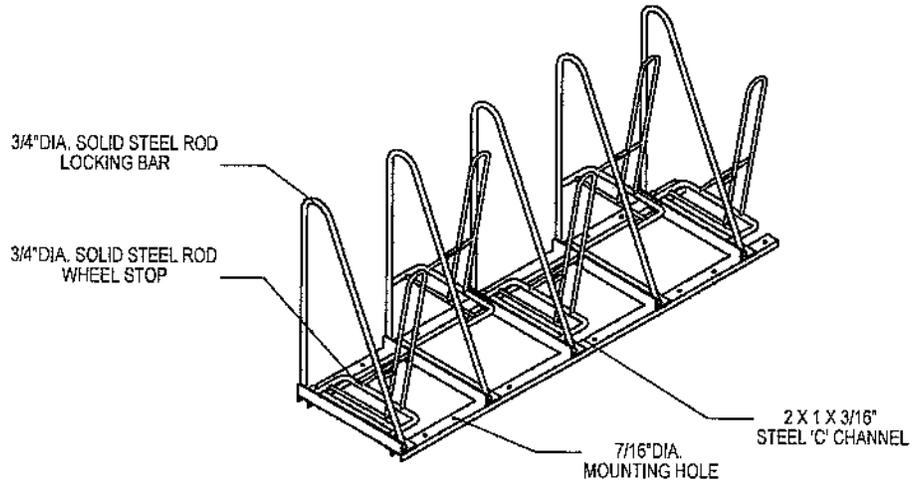
GRABER MANUFACTURING, INC.  
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 P(800) 448-7931, P(608) 849-1080, F(608) 849-1081  
 WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



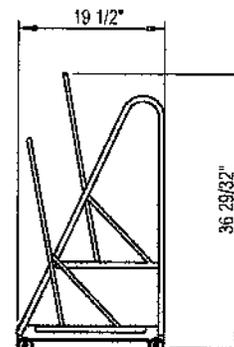
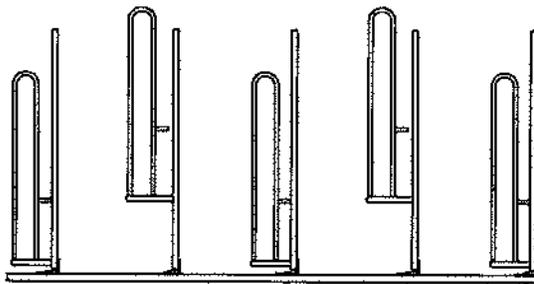
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 DESCRIPTION: REGENT BIKE RACK  
 4 BIKE, SINGLE SIDED (PARK ONE SIDE)  
 DATE: 11/13/12  
 ENG: BLW

ASSEMBLY REQUIRED

- NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
  2. CONSULTANT TO SELECT COLOR(FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
  3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.



PATENT NUMBERS:  
UP: D730247  
DOWN: D715698



PRODUCT: RGT-SNG-5  
DESCRIPTION: REGENT BIKE RACK  
5 BIKE, SINGLE SIDED (PARK ONE SIDE)  
DATE: 11/13/12  
ENG: BLW

ASSEMBLY REQUIRED

- NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
  2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
  3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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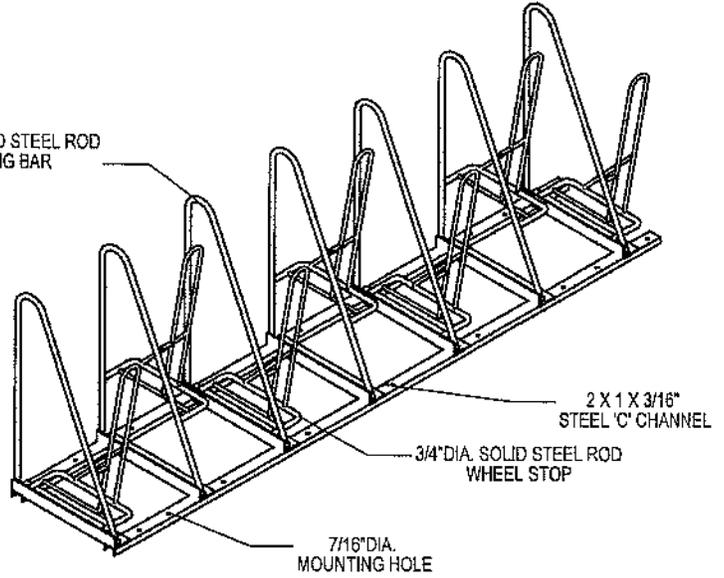


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PATENT NUMBERS:  
UP: D730247  
DOWN: D715698

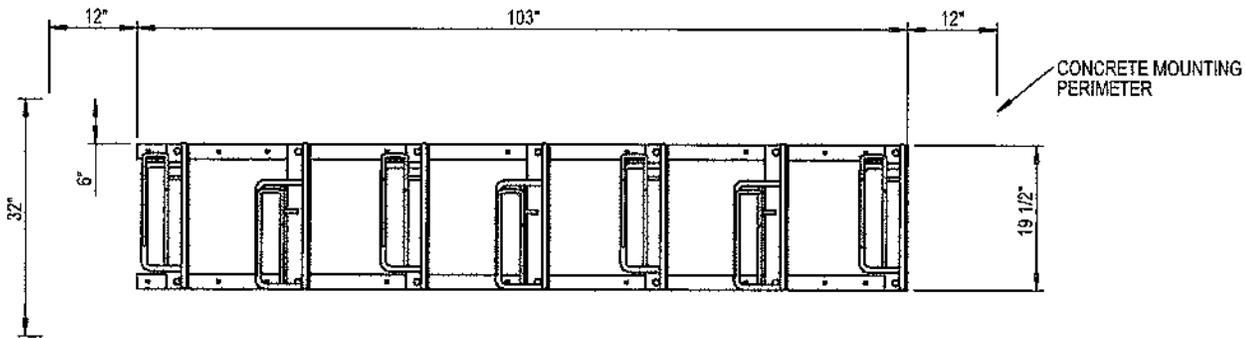
3/4" DIA. SOLID STEEL ROD  
LOCKING BAR



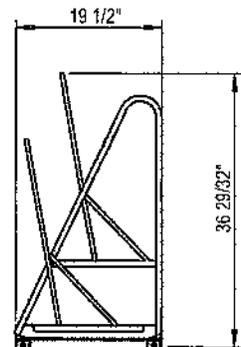
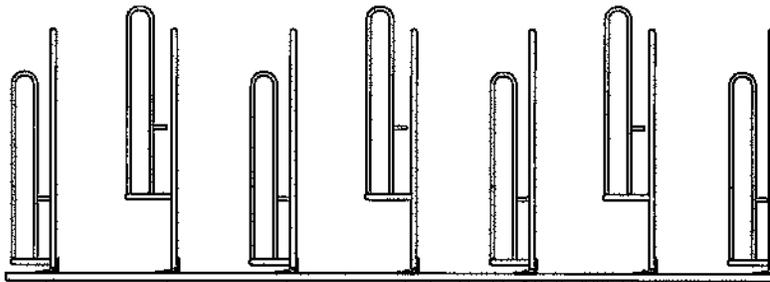
2 X 1 X 3/16"  
STEEL 'C' CHANNEL

3/4" DIA. SOLID STEEL ROD  
WHEEL STOP

7/16" DIA.  
MOUNTING HOLE



CONCRETE MOUNTING  
PERIMETER



PRODUCT: RGT-SNG-7  
DESCRIPTION: REGENT BIKE RACK  
7 BIKE, SINGLE SIDED (PARK ONE SIDE)  
DATE: 11/13/12  
ENG: BLW

ASSEMBLY REQUIRED

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NOTES:

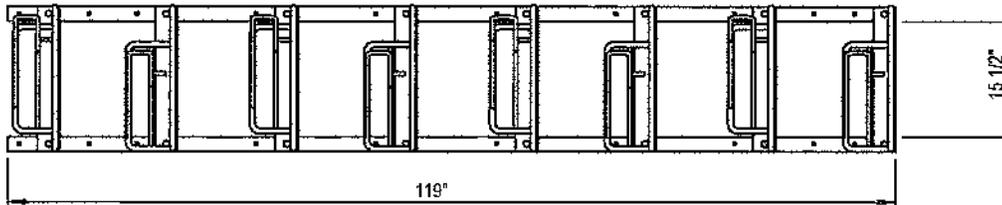
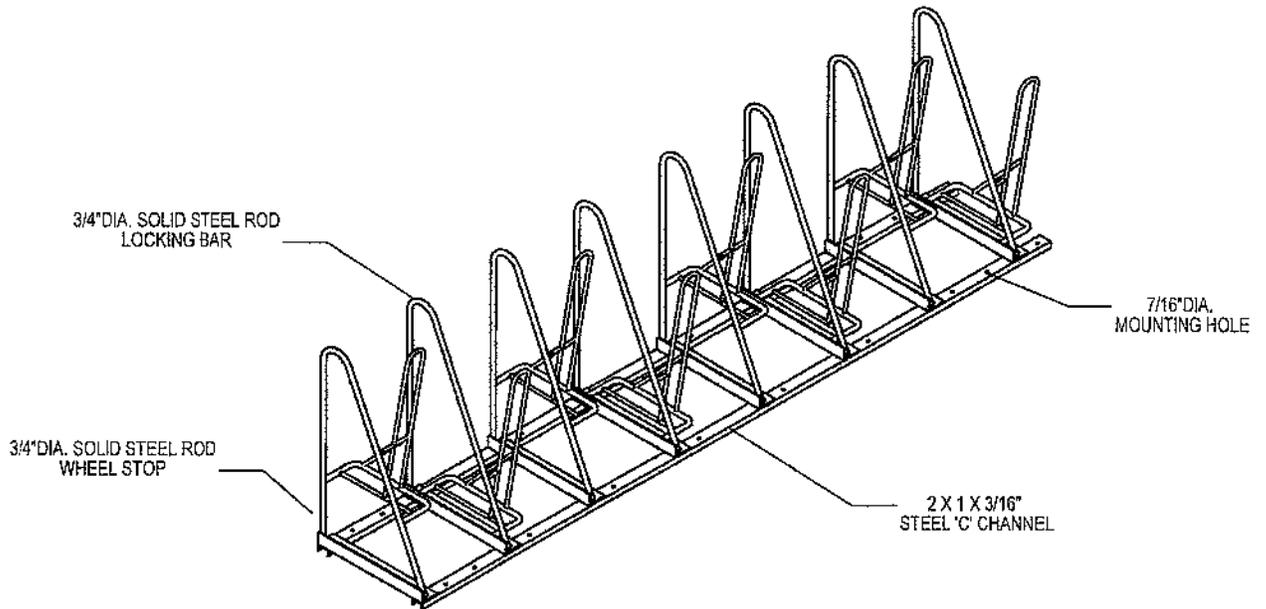
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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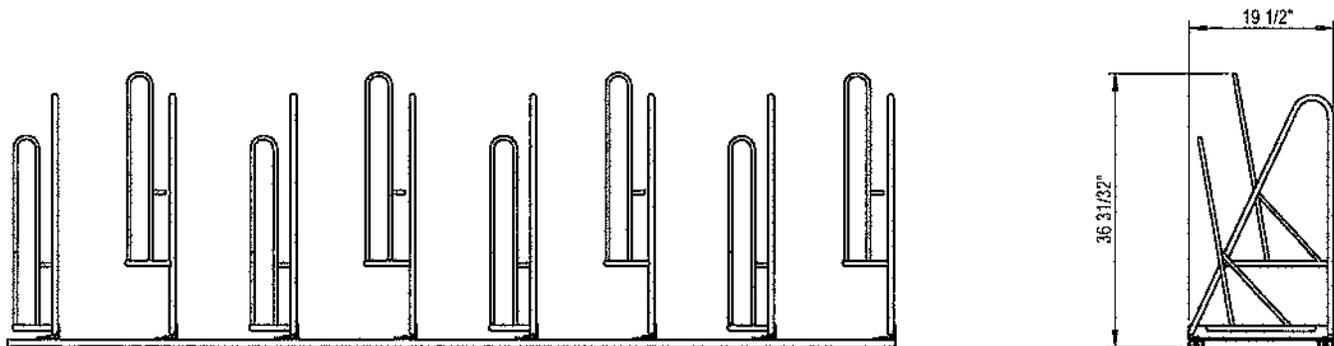


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WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PATENT NUMBERS:  
UP: D730247  
DOWN: D715698



PRODUCT: RGT-SNG-8  
DESCRIPTION: REGENT BIKE RACK  
8 BIKE, SINGLE SIDED (PARK ONE SIDE)  
DATE: 11/13/12  
ENG: BLW

ASSEMBLY REQUIRED

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- NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
  2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
  3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

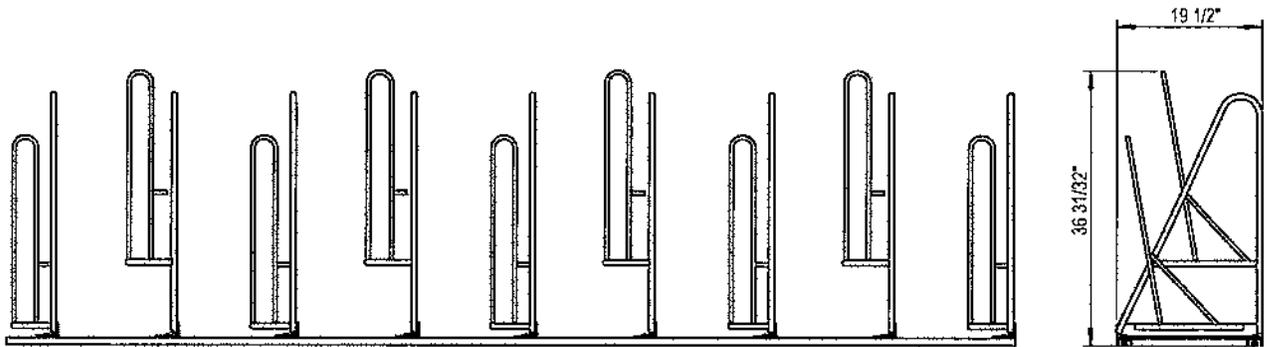
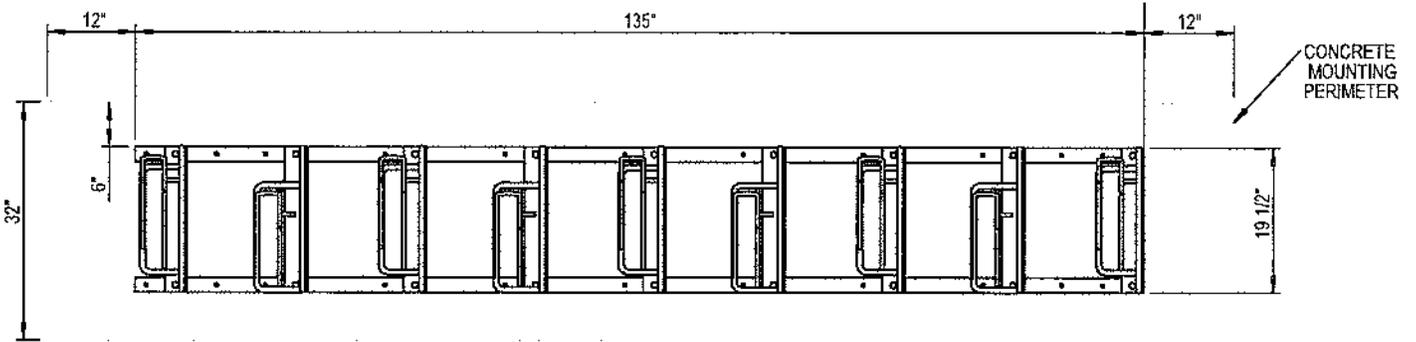
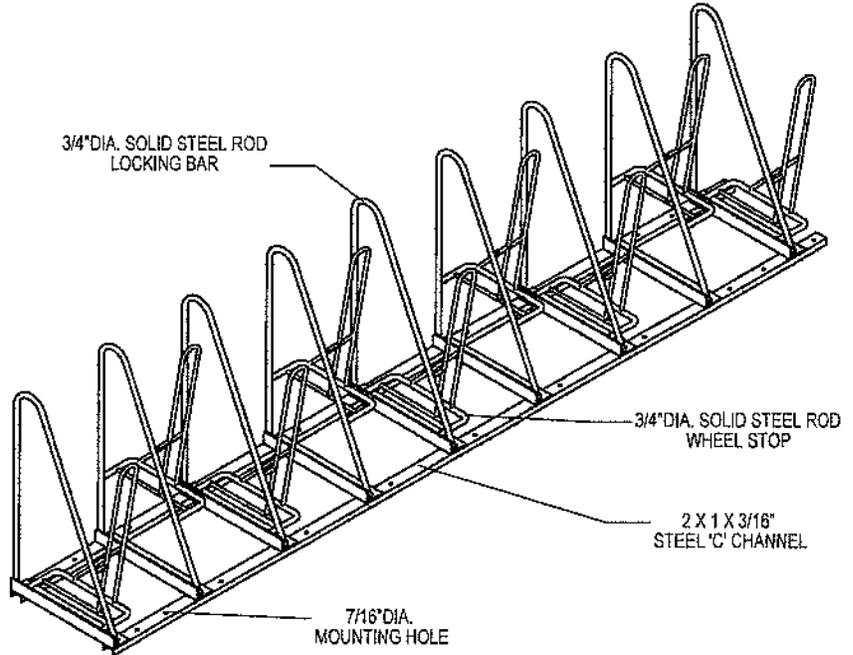
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WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM

PATENT NUMBERS:  
UP: D730247  
DOWN: D715698



PRODUCT: RGT-SNG-9  
DESCRIPTION: REGENT BIKE RACK  
9 BIKE, SINGLE SIDED (PARK ONE SIDE)  
DATE: 11/13/12  
ENG: BLW

ASSEMBLY REQUIRED

NOTES:

- 1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- 2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
- 3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

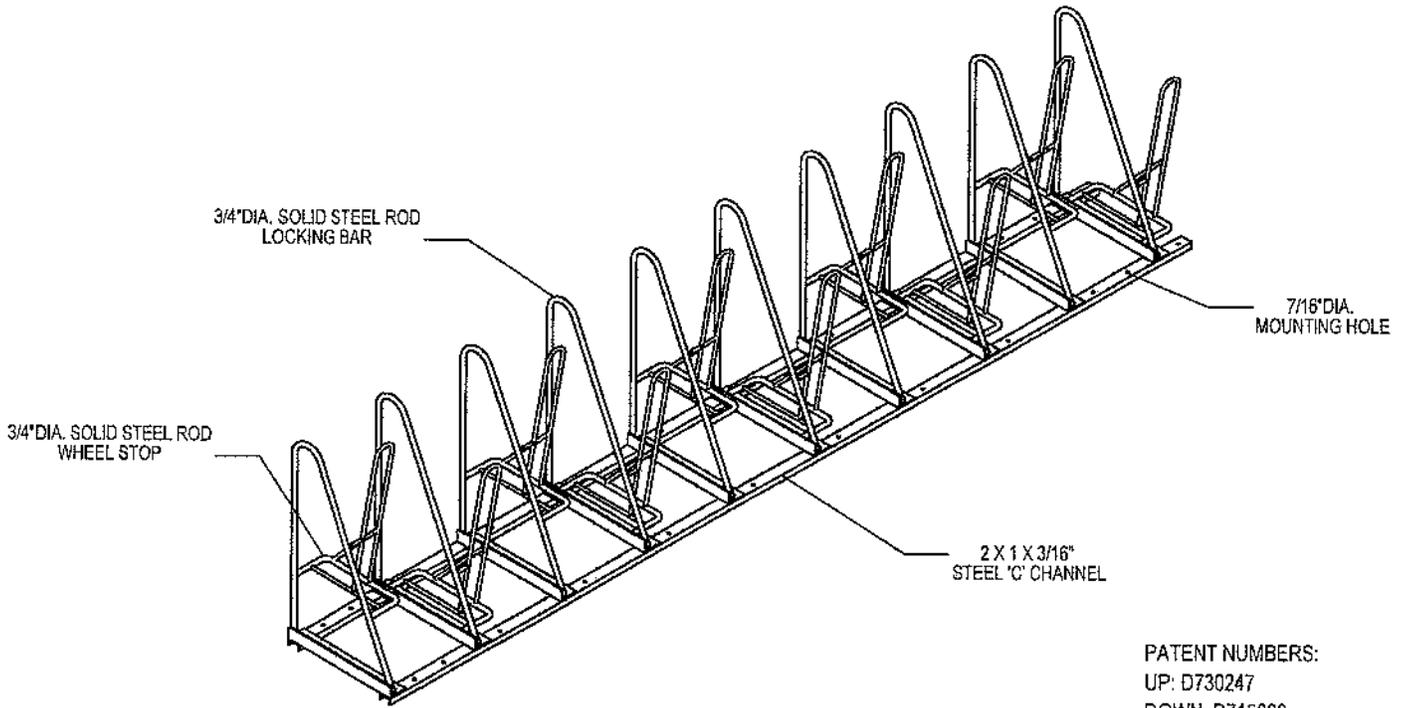
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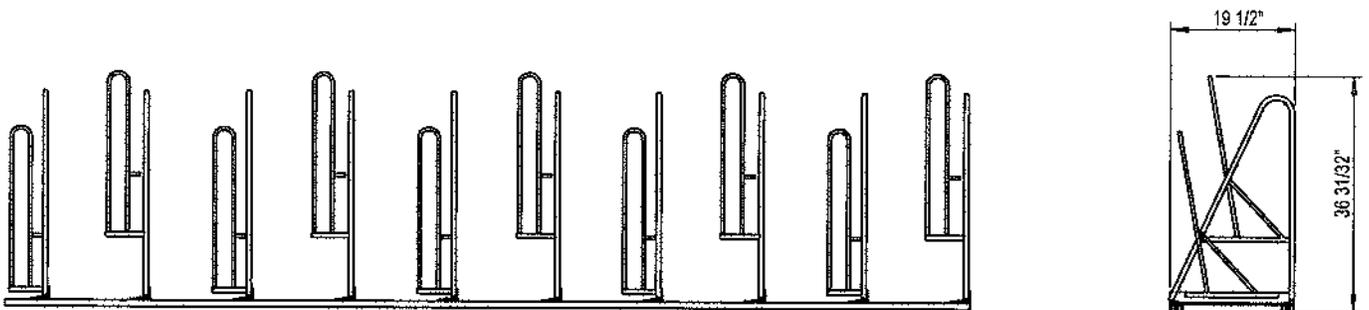
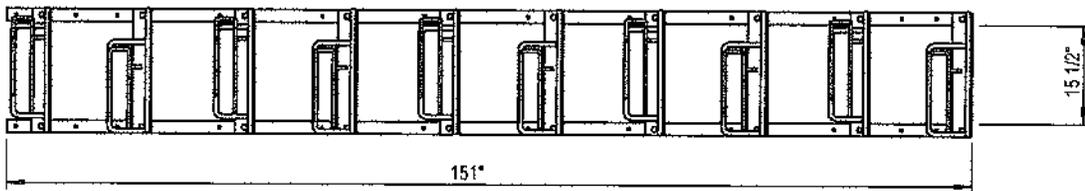


MADRAX DIVISION

GRABER MANUFACTURING, INC.  
1080 UNIEK DRIVE  
WAUNAKEE, WI 53597  
P(800) 448-7931, P(608) 849-1080, F(608) 849-1081  
WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PATENT NUMBERS:  
UP: D730247  
DOWN: D715698



PRODUCT: RGT-SNG-10  
DESCRIPTION: REGENT BIKE RACK  
10 BIKE, SINGLE SIDED (PARK ONE SIDE)  
DATE: 11/13/12  
ENG: BLW

ASSEMBLY REQUIRED

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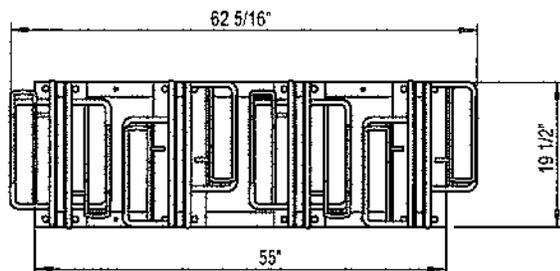
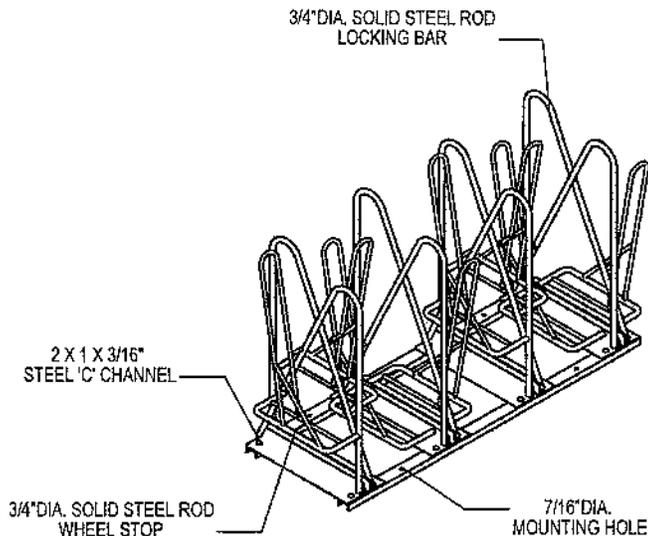
- NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
  2. CONSULTANT TO SELECT COLOR (FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
  3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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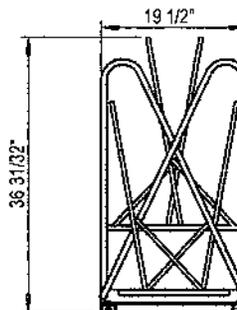
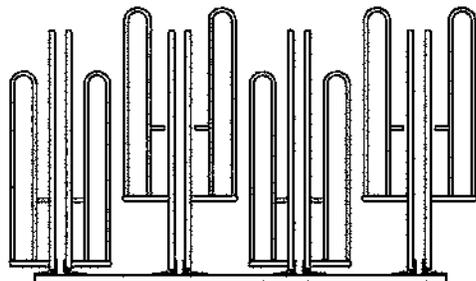


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P(800) 448-7931, P(608) 849-1080, F(608) 849-1081  
WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PATENT NUMBERS:  
UP: D730247  
DOWN: D715698



PRODUCT: RGT-DBL-8  
DESCRIPTION: REGENT BIKE RACK  
8 BIKE, DOUBLE SIDED (PARK BOTH SIDES)  
DATE: 11/13/12  
ENG: BLW

ASSEMBLY REQUIRED

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NOTES:  
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.  
2. CONSULTANT TO SELECT COLOR(FINISH); SEE MANUFACTURER'S SPECIFICATIONS.  
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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**ATTACHMENT C – VENDOR INFORMATION FORM**

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

**1. Company and Contact Information**

Company Name:	Graber Manufacturing, d.b.a. Madrax		
Company Website:	www.madrax.com		

Contact for questions regarding this Bid

Name:	Andrea K. Clausen Direct Sales Manager		
Telephone:	800-448-7931	Fax: 608-849-1081	Email: aclausen@madrax.com

Contract Renewals/ Problems

Name:	"same as above"				
Telephone:		Fax:		Email:	

Sales Representative

Name:	"same as above"				
Telephone:		Fax:		Email:	

Ordering / Expediting

Name:	"same as above"				
Telephone:		Fax:		Email:	

Returns

Name:	Hilary Graber		
Telephone:	800-448-7931	Fax: 608-849-1081	Email: hgraber@madrax.com

Invoice Information

Name:	Hilary Graber		
Telephone:	800-448-7931	Fax: 608-849-1081	Email: hgraber@madrax.com

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

Name:	Tracy Graber		
Address:	1080 Uniek Drive		
City/State/Zip:	Waunakee, WI 53597		
Telephone:	800-448-7931	Fax: 608-849-1081	Email: tgrab@graber@madrax.com

Supplier Diversity Reporting (see Section 2.10)

Name:	Tracy Graber		
Address:	1080 Uniek Drive.		
City/State/Zip:	Waunakee, WI 53597		
Telephone:	800-448-7931	Fax: 608-849-1081	Email: tgrab@graber@madrax.com

**VENDOR INFORMATION FORM CONT.**

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

Minority (MBE)       Work Center (WC)       Disabled Veteran-Owned Business (DVB)  
 Woman Owned Business Enterprise (WBE)       Not applicable  
(If no answer is indicated above, we will assume that you are none of the above when making the award.)

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

LARGE BUSINESS (LG)  
 SMALL BUSINESS (SB)  
 VETERAN OWNED SMALL BUSINESS (VOSB)  
 SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)  
 HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)  
 SMALL DISADVANTAGED BUSINESS (SDB)  
 WOMAN-OWNED SMALL BUSINESS (WOSB)

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

YES       NO       UNKNOWN

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

ATTACHMENT D - CLIENT REFERENCE LIST

Bidder Name: Graber Manufacturing, Inc. a.b.a. Madmax + Thomas

The Bidder must provide a minimum of three (3) business references. Steele

1. Reference Name: Utah State University Contact: \_\_\_\_\_

Address: 1295 E 700 N 8300 Old Main Hill

Phone #: 435 797-3758 E-mail jim.huppi@usu.edu

address Utahstate.com

Fax/Internet address: Above

Description and date(s) of commodities and services provided: Bicycle racks for numerous years for Campus Standard

2. Reference Name: City of Key West Contact: Chris Hamilton

Address: 633 Palm Avenue Public Works / Community

Phone #: 305 809-3725 E-mail Chamilton@CityofKeyWest.fl.gov

address WWW.CityofKeyWest.fl.gov

Fax/Internet address: WWW.BikeWalkKeyWest.org

Description and date(s) of commodities and services provided: Sold many bicycle racks over the years. Bike corbals and bollards.

3. Reference Name: University of West Florida Contact: Jeff Etheridge

Address: 11000 University Parkway 850-474-3499

Phone #: 850 474-2630 E-mail petheridge@uwf.edu

address http://uwf.edu

Fax/Internet address: Above

Description and date(s) of commodities and services provided: Bicycle Racks and Site furnishings for the Campus Standard Multiple projects numerous years.

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

## ATTACHMENT E: STANDARD TERMS AND CONDITIONS

- ✓  
HE
- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The UW-Madison shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates which may result in rejection of their bid/proposal.
  - 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.
  - 3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the University.
  - 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The University reserves the right to increase or decrease quantities to meet actual needs.
  - 5.0 **PRICING AND DISCOUNT:** The University qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
    - 5.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
    - 5.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the University thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
    - 5.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
  - 6.0 **UNFAIR SALES ACT:** Prices quoted to the University are not governed by the Wisconsin Unfair Sales Act.
  - 7.0 **ACCEPTANCE-REJECTION:** The University reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interest of the State of Wisconsin.
  - 8.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by University. No other purchase orders are authorized.
  - 9.0 **PAYMENT TERMS AND INVOICING:** The University normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
    - 9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Invoice payment processing address is shown on the upper left corner of the purchase order. Send invoices to the Accounts Payable address on the purchase order. Do not send invoices to the ship to address.
    - 9.2 Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
    - 9.3 Bidders/proposers shall include discounts for early payment (See 5.3) as a percent reduction of invoice. Invoice discounts shall be determined, where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

- 9.4 Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
- 9.5 Payment terms and invoicing for purchasing card will be made in accordance with the purchasing card contact.
- 10.0 **TAXES:** The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.
- 10.1 The University, an agency of the State of Wisconsin, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The University may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 11.0 **GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 12.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University.
- 13.0 **APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
- 14.0 **ANTITRUST ASSIGNMENT:** The Contractor and the University recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the Contractor hereby assigns to the University any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 15.0 **ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the University.
- 16.0 **DISPUTES:** Disputes should be addressed to the University Purchasing Office, Director of Purchasing Services, 21 N Park St, Suite 6101, Madison, WI 53715 1218.
- 17.0 **NONDISCRIMINATION/ AFFIRMATIVE ACTION:**
- 17.1 In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 17.2 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 17.3 The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination law.
- 17.4 Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

- 17.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the Contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees to obtain identical certifications from any subcontractors prior to the award of a subcontract exceeding \$25,000 which is not exempt and will retain such certification for audit purposes.
- 18.0 **PATENT INFRINGEMENT:** The Contractor selling to the University the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the University (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 19.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the University must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 20.0 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy to UW Safety Department, 30 East Campus Mall, Madison WI 53715-2609.
- 21.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 22.0 **INSURANCE RESPONSIBILITY:** The Contractor performing services to the University shall:
- 22.1 Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.
- 22.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 22.3 The state reserves the right to require higher or lower limits where warranted.
- 22.4 Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.
- 23.0 **CANCELLATION:** The University 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.
- 24.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 25.0 **OMNIBUS RECONCILIATION ACT:** (Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of \$25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth \$25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of University to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

- 27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented by Contractor. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 **ANTI-KICKBACK ACT of 1986: (41 USC 51 et. seq.):** To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of their knowledge, that they have no information concerning the violation of the Anti-Kickback Act in connection with the submitted bid/proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).
- 30.0 **RECYCLED MATERIALS:** The University is required to purchase products incorporating recycled materials whenever technically or economically feasible. Bidders/proposers are encouraged to bid/propose products with recycled content which meet specifications.
- 31.0 **HOLD HARMLESS:** The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.
- 32.0 **PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies (University) or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 33.0 **WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wisconsin Statutes, and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 34.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 35.0 **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

- 36.0 **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 37.0 **CHILD ABUSE NOTIFICATION:** Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.

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

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

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

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

**ATTACHMENT F – DEALER INFORMATION**

**Include dealer information (if applicable) for each manufacturer using the format listed below:**  
(Attach additional pages as needed to identify all manufacturers)

**MANUFACTURER:** \_\_\_\_\_

<b>DEALER NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>EMAIL</b>	
<b>PHONE/FAX:</b>	

**MANUFACTURER:** \_\_\_\_\_

<b>DEALER NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>EMAIL</b>	
<b>PHONE/FAX:</b>	

**MANUFACTURER:** \_\_\_\_\_

<b>DEALER NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>EMAIL</b>	
<b>PHONE/FAX:</b>	



... MADRAX STANDS FOR QUALITY™



site furnishings for a Lifetime™

### **LIMITED WARRANTIES**

The following Express Limited Warranty supplements the terms and conditions of our Quotation, Order Acknowledgement, and/or Invoice.

IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, GRABER MANUFACTURING, INC. PROVIDES THE FOLLOWING LIMITED WARRANTY.

Madrax division of Graber Manufacturing, Inc., ("Madrax") warrants products it manufactures against defects in materials or workmanship for a period of one year from the date of invoice.

Madrax warrants its bicycle lockers against structural failure for a period of one year from the date of invoice.

Madrax warrants its hot dipped galvanized and stainless steel products against corrosion for a period of five years from the date of invoice.

Madrax warrants its Cycle Air bicycle tire pump against defects for one year from the date of invoice.

Thomas Steele division of Graber Manufacturing, Inc., ("Thomas Steele") warrants products it manufactures against defects in material or workmanship for a period of five years from the date of invoice.

Thomas Steele warrants its umbrellas against structural failure for a period of one year from the date of invoice.

Madrax and Thomas Steele warrant their metal products against structural failure for a period of twenty years from the date of invoice.

Madrax and Thomas Steele warrant their recycled plastic against rotting, splitting or cracking for a period of twenty years from the date of invoice.

Madrax and Thomas Steele warrant their components that are wood or cosmetic in nature against defects in material or workmanship for a period of one year from the date of invoice. Splitting, checking, and warping of wood are natural occurrences of wood and are not covered by this warranty.

Madrax and Thomas Steele warrant custom products on a per product basis.

These warranties do not cover any defects or failure due to vandalism, negligence, abuse, accidents, lack of maintenance or improper installation.

Unless previously approved, in writing by Graber Manufacturing, Inc., this warranty does not cover any defects or failure due to products tampered with or altered, modified or repaired by anyone.

#### Specific Conditions and Limitations:

1. Warranties only apply to products on invoices paid within Graber Manufacturing, Inc.'s terms and conditions.
2. Damages resulting in whole or in part from natural disasters, including fire, wind, acts of war, terrorism, or nuclear disaster are not covered by the warranty.
3. The warranty will not apply if Graber Manufacturing, Inc. is not notified within 10 calendar days of product failure.
4. This warranty is subject to the duty of the buyer and any subsequent purchaser or user to inspect the product before installation for defects, including defects or damage which may have been incurred on-site or in transportation. Any failure to completely inspect the product will void this warranty.
5. Graber Manufacturing, Inc.'s obligation under this warranty will be limited to repair or replacement, at Graber Manufacturing, Inc.'s option, of products found in Graber Manufacturing, Inc.'s reasonable judgment to have been defective in workmanship or materials. Transportation charges for return of the alleged defective product will be assumed by Graber Manufacturing, Inc. only if returned by the buyer in strict accordance with written instructions of Graber Manufacturing, Inc. and at Graber Manufacturing, Inc.'s request. Graber Manufacturing, Inc. will assume transportation charges for shipment of repaired or replaced product to the buyer, but will not be responsible for the cost of labor for removal or installation of the alleged defective product or any replacement.
6. All claims made under the terms of this warranty must be received in writing along with a copy of the original invoice. Claims must be sent to Graber Manufacturing, Inc., 1080 Uniek Drive, Waunakee, WI 53597.  
The warranties described herein shall be the sole and exclusive warranties granted by Graber Manufacturing, Inc., and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Graber Manufacturing, Inc., to the purchaser with respect to the product and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. In no event shall Graber Manufacturing, Inc., be liable, or in any way responsible, for any damages or defects in the product which were caused by repairs or attempted repairs performed by anyone other than an authorized servicer. Nor shall Graber Manufacturing, Inc., be liable, or in any way responsible, for any incidental or consequential, economic or property damage.

1. Facsimile signatures shall be binding as originals and shall constitute writings under the Uniform Commercial Code. This Warranty shall apply to products sold pursuant to



## Our Green Philosophy



### *Bike Green. Walk Green. Build Green. Live Green.*

#### *BikeGreen.*

As a premier manufacturer of bike racks and bike parking systems, Madrax promotes "green" by encouraging biking as an integral part of society. Our bike racks are installed in schools, office complexes, parking garages, residences, hospitals, restaurants, hotels, and anywhere else people bike as a destination. Bicycling reduces the impact on the environment. A four mile trip by bike rather than a car keeps about 15 pounds of pollutants out of the air we breathe! Madrax creates bike racks and bike storage systems that make it easier for people to bike to work, school, and recreational activities



#### *Walk Green.*

Likewise, Thomas Steele is inherently committed to "green" by encouraging pedestrian-friendly projects and environments. Many communities are finding that a streetscapes program is an excellent way to offer an outstanding quality of life for their residents. Thomas Steele site furnishings are part of this important enhancement strategy. We can help make your community more pedestrian-friendly. Benches are an integral part of the downtown area. They provide a place for pedestrians to rest, and generally signal that walking is encouraged as an alternative to cars. Trash and ash receptacles keep the area clean, and planters, especially those used seasonally, contribute to the beautification of the area.

#### *Build Green.*

Sustainability, especially environmental sustainability, is the key to our products. The steel used to manufacture our bike racks and site furnishings is produced in the United States using the basic oxygen furnace process. Recycled content, especially post-consumer recycled content, is an important feature of many green products. Our stainless steel bike racks are made of up to 90% recycled material. One Walden recycled plastic bench contains the equivalent of 750 recycled plastic milk jugs! Our recycled plastic consists of high-density polyethylene material (HDPE), also made from post-consumer recycled plastic. The material is graffiti and ultraviolet (UV) resistant and is ideal for outdoor use.

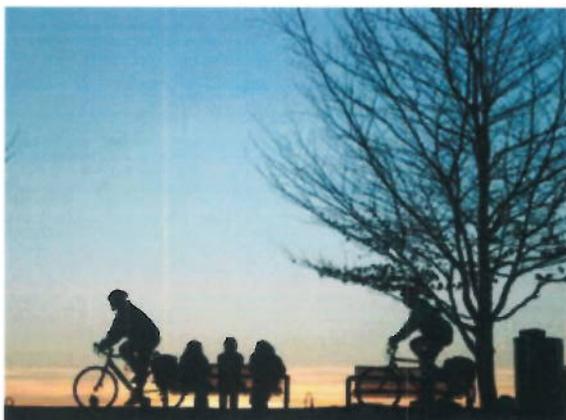




*Committed to Keeping Green*



Madrax and Thomas Steele products further meet the Green Standard by having exceptional durability and low maintenance requirements. Our bike racks and site furnishings are environmentally attractive because they do not need to be replaced as often, and their maintenance has a very low impact because harmful environmental chemicals are not needed to clean them. All of the wood we use for our site furnishings must go through a chain of custody certification process. Moreover, the vendors we use for outsourcing are under 100 miles away from our plant, well within the 500 mile limit for this credit requirement.



All Thomas Steele and selected Madrax products are undercoated with our trademark e-Steele™ process which uses a state-of-the-art e-coating with an epoxy resin water-based paint for a process that produces a high durability coating. Epoxy e-coatings define the global benchmark in demanding environments where corrosion resistance must be maximized. Environmental awareness is another reason we e-coat. The e-coating process is environmentally friendly because it produces little or no HAPs (hazardous air pollutants), ultra-low VOCs (volatile organic compounds), and is OSHA and EPA compliant.

Our new plant in Waunakee, Wisconsin also has many "green" features. Among them are our air filtration system as opposed to an exhaust system. Four large Donaldson Torits air collectors mounted to the ceiling constantly filter and recycle the air, and a thermostatically controlled air compressor exhaust system recycles the heat from the plant to the office area in the winter and filters the heat out of the plant in the summer.

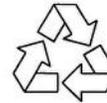


### *Live Green.*

We all impact the planet every day by virtue of being alive. At Madrax and Thomas Steele, we are committed to a responsible, environmentally aware manufacturing process for both our workers and our products. As divisions of Trilary, Inc., Madrax and Thomas Steele are members of the U.S. Green Building Council, the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. Our products support bike and pedestrian-friendly communities. In the community that is the greater world at large, we walk respectfully and take care to tread lightly on Mother Earth.

**1.800.448.7931 [www.madrax.com](http://www.madrax.com)**

**1.800.241.2505 [www.thomas-steele.com](http://www.thomas-steele.com)**



**Bike Green. Walk Green. Build Green. Live Green.™**



... MADRAX STANDS FOR QUALITY™



*site furnishings for a Lifetime™*

10/12/2016

**MANUFACTURERS CERTIFICATION  
POST-CONSUMER /INDUSTRIAL RECYCLED CONTENT**

THE STEEL USED TO MANUFACTURE MADRAX BICYCLE PARKING RACKS AND THOMAS STEELE SITE FURNISHINGS IS PRODUCED IN THE UNITED STATES USING THE BASIC OXYGEN FURNACE PROCESS.

THE BASIC OXYGEN FURNACE PROCESS USES A MINIMUM OF 32.7% RECYCLED STEEL. 25.5% POST CONSUMER and 7.2% POST INDUSTRIAL.

FOR ADDITIONAL INFORMATION ON THE RECYCLED CONTENT OF STEEL CONTACT THE STEEL RECYCLING INSTITUTE OR THE US STEEL GROUP.

MADRAX AND THOMAS STEELE PRODUCTS ARE MANUFACTURED IN WAUNAKEE, WISCONSIN.

  
10/2016



*site furnishings for a Lifetime™*

October 12, 2016

Our recycled plastics manufacturer uses only High Density Polyethylene (HDPE) as the raw material base in the manufacturing of its plastic lumber. HDPE makes up on average 96% of the product. The remaining 4% is colorant with UV inhibitors and blowing agent. Our recycled plastics manufacturer does not include any other products into its lumber such as wood pulp, wood fiber or fiberglass.

The feed stock of HDPE that RPI incorporates into its lumber is derived from three main sources; Post Consumer, Post Industrial and Wide Spec. The levels of each vary with customer requirements and market availability.

Current mix is Post Consumer material up to 50%, Post Industrial Material up to 40%.

  
10/2016

**Regent™**

U.S. Patent Numbers:

RGT-DN-1: D715698

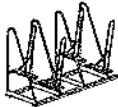
RGT-UP-1: D730247



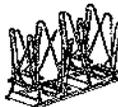
RGT-DN-1



RGT-UP-1



RGT-SNG-4



RGT-DBL-8

Item No.	Price (Wt)	Description (Capacity)
<b>Park One Side</b>		
RGT-DN-1-G	119 (23)	Regent (1 Bike) - Down Position - Surface Mount - Galvanized
RGT-UP-1-G	119 (23)	Regent (1 Bike) - Up Position - Surface Mount - Galvanized
RGT-SNG-2-G	269 (55)	Regent (2 Bikes) - Rail Mount, Park One Side - 23" L - Galvanized
RGT-SNG-3-G	399 (84)	Regent (3 Bikes) - Rail Mount, Park One Side - 39" L - Galvanized
RGT-SNG-4-G	519 (113)	Regent (4 Bikes) - Rail Mount, Park One Side - 55" L - Galvanized
RGT-SNG-5-G	649 (142)	Regent (5 Bikes) - Rail Mount, Park One Side - 71" L - Galvanized
RGT-SNG-6-G	779 (172)	Regent (6 Bikes) - Rail Mount, Park One Side - 87" L - Galvanized
RGT-SNG-7-G	909 (201)	Regent (7 Bikes) - Rail Mount, Park One Side - 103" L - Galvanized
RGT-SNG-8-G	1,039 (230)	Regent (8 Bikes) - Rail Mount, Park One Side - 119" L - Galvanized
RGT-SNG-9-G	1,169 (259)	Regent (9 Bikes) - Rail Mount, Park One Side - 135" L - Galvanized
RGT-SNG-10-G	1,299 (288)	Regent (10 Bikes) - Rail Mount, Park One Side - 151" L - Galvanized
<b>Park Both Sides</b>		
RGT-DBL-2-G	269 (53)	Regent (2 Bikes) - Rail Mount, Park Both Sides - 19" L - Galvanized
RGT-DBL-4-G	519 (101)	Regent (4 Bikes) - Rail Mount, Park Both Sides - 23" L - Galvanized
RGT-DBL-6-G	779 (153)	Regent (6 Bikes) - Rail Mount, Park Both Sides - 39" L - Galvanized
RGT-DBL-8-G	1,039 (205)	Regent (8 Bikes) - Rail Mount, Park Both Sides - 55" L - Galvanized
RGT-DBL-10-G	1,299 (257)	Regent (10 Bikes) - Rail Mount, Park Both Sides - 71" L - Galvanized
RGT-DBL-12-G	1,559 (310)	Regent (12 Bikes) - Rail Mount, Park Both Sides - 87" L - Galvanized
RGT-DBL-14-G	1,819 (362)	Regent (14 Bikes) - Rail Mount, Park Both Sides - 103" L - Galvanized
RGT-DBL-16-G	2,079 (414)	Regent (16 Bikes) - Rail Mount, Park Both Sides - 119" L - Galvanized
RGT-DBL-18-G	2,339 (466)	Regent (18 Bikes) - Rail Mount, Park Both Sides - 135" L - Galvanized
RGT-DBL-20-G	2,599 (518)	Regent (20 Bikes) - Rail Mount, Park Both Sides - 151" L - Galvanized
RGT-CCN-G*	50 (5)	Rails (2ea.) For Connecting All Regent™ Racks - 19" - Galvanized
VCC	20 (0)	Vinyl Cushion Coating for Each Locking Arm - Upcharge

## Andrea Clausen

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**From:** John Lundquist <jlundquist@wisc.edu>  
**Sent:** Wednesday, September 21, 2016 2:32 PM  
**To:** gbs@bidnet.com  
**Cc:** Crescent Kringle  
**Subject:** RFB #17-5290 for Architectural and Outdoor Products and Furniture, Including Waste and Recycling Containers  
**Attachments:** 175290.docx

Good afternoon:

Attached is Request for Bid (RFB) package for the above-referenced contract.

Any questions pertaining to this contract MUST be directed to:

Crescent Kringle  
UW Purchasing  
21 N Park St, Suite 6101  
Madison, WI 53715-1218  
E-mail: [crescent.kringle@wisc.edu](mailto:crescent.kringle@wisc.edu)  
PHONE 608/262-5321 -- FAX 608/262-4467

Thank you.

John Lundquist  
UW Madison  
Purchasing Services  
21 N. Park St. Suite 6101  
Madison, WI 53715-1218  
608-262-7833  
608-262-4467 (fax)  
[john.lundquist@wisc.edu](mailto:john.lundquist@wisc.edu)

**Andrea Clausen**

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**From:** John Lundquist <jlundquist@wisc.edu>  
**Sent:** Friday, September 30, 2016 11:27 AM  
**To:** gbs@bidnet.com  
**Cc:** Crescent Kringle  
**Subject:** Amendment #1 to RFB #17-5290 for ARCHITECTURAL & OUTDOOR PRODUCTS AND FURNITURE, WASTE AND RECYCLING CONTAINERS  
**Attachments:** 175290amen1.docx

Good morning,

Attached is Amendment # to Bid #17-5290. Amendment #1 was issued to answer questions received from bidders and update Attachment B (Itemized Bid List).

Any questions pertaining to this contract MUST be directed to:

Crescent Kringle  
UW Purchasing  
21 N Park St, Suite 6101  
Madison, WI 53715-1218  
E-mail: crescent.kringle@wisc.edu  
PHONE 608/262-5321 -- FAX 608/262-4467

Thank you,

John Lundquist  
UW Madison  
Purchasing Services  
21 N. Park St. Suite 6101  
Madison, WI 53715-1218  
608-262-7833  
608-262-4467 (fax)  
john.lundquist@wisc.edu