2.0 SPECIAL TERMS AND CONDITIONS

2.1 INSPECTION OF PREMISES

Bidders are invited to inspect the project site completely prior to submitting bid in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

For Site Inspection Appointment
Prospective Bidders are to Contact: Georgette ‘Gigi’ Koenig
University of Wisconsin - Marathon
Telephone: 715-261-6222

The selected vendor and the University shall determine additional capital items to be purchased. A drawing of the area is included with this request for bid.

2.2 BASIS OF BID EVALUATION

The award shall be made to the bidder with the best rates, references and quality program which is in the best interest of the University. The University shall determine if the bidder is financially, managerially and operationally capable of providing the required services based on the vendor’s response to this bid. Only those vendors determined to be capable and currently operate Child care services shall be considered. Representatives from the University reserve the right to inspect the bidder’s facilities and other operations under the contractor’s management prior to award of this bid.

2.3 The University reserves the right to waive information in bids and to reject any and all bids.

The University reserves the right, after the evaluation process, to negotiate the terms of the contract with the selected bidder prior to entering into a contract.

2.4 CONTRACT COMMENCEMENT/LENGTH

It is the intent of the University to commence the resulting contract on or about August 20, 2011. The term of this contract shall be for five years.

2.5 FIRM BIDS

All bids shall remain firm for a minimum of ninety (90) days from the date of bid opening.

2.6 CONTRACT CANCELLATION

2.6.1 The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.
2.6.2 The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor which in the opinion of the University is not in its best interest.

2.6.3 The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel this contract.

2.6.4 Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.

2.6.5 The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

2.6.6 If the contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.

2.7 PARTIES TO THE CONTRACT

The contract shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin - Marathon, hereafter referred to as the "University" and the successful bidder hereafter referred to as the "contractor" for the provision of Child Care Services according to the terms set forth herein. The Assistant Campus Dean for Administrative Services shall be the representative of the University responsible for the administration of the contract and referred to herein as "the appropriate campus authority".

2.8 EXCUSED PERFORMANCE

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

2.9 INSURANCE

The contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

2.9.1 COVERAGE AND MINIMUM LIMITS

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Worker's Compensation (WC)</td>
<td>Statutory</td>
</tr>
</tbody>
</table>
Employer's Liability $100,000/500,000/100,000

Coverage (B)

Commercial General Liability (CGL)

General Aggregate incl. prdt/co $2,000,000
Each Occurrence $1,000,000
Professional liability $2,000,000

Automobile Liability (including hired & non-owned)

Combined Single Limit $1,000,000
(Required if the children will travel)

Umbrella $5,000,000
Including sexual molestation $1,000,000 and sexual abuse $1,000,000

Additional Insured Provision
The contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general and automobile liability policies.

2.9.2 Upon notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required types and limits of insurance issued by an insurance company licensed to do business in the State of Wisconsin and signed by an authorized agent. Insurance requirements apply to all sub-contractors.

2.9.3 These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin System Office of Procurement, 780 Regent Street, Madison, WI, 53708, before cancellation, reduction or other modifications of coverage. The contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University’s receipt of the sixty (60) day notice. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agencies to automatically renew all policies and coverage levels annually.

2.9.4 The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

2.9.5 Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products, or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

2.9.6 In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The
contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

2.10 The contractor agrees that items relative to Child Care service which are not covered herein may be added to this bid and resulting contract by the University without voiding the provisions of the existing contract. Additional services shall be furnished to the University by the contractor with additional consideration as needed to make it legally enforceable. The University intends to acquire Child Care service exclusively from the contractor.

2.11 Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor shall meet regularly with the Assistant Campus Dean for Administrative Services and/or authorized University committees to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.

2.12 After the initial contract year, the parties upon mutual agreement may adjust the specific terms, or rates of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by the System Office of Procurement.

2.13 The contractor shall be financially responsible for obtaining all required permits, licenses (including parking), and bonds to comply with pertinent Board of Regents/University of Wisconsin System regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales and property. Requirements for day care facilities can be found in HFS 46 Administrative code and Section 48.65 Wisconsin State Statutes.

2.14 The contractor shall furnish all supplies and equipment with the exception of those items noted, management and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions and amendments.

2.15 The contractor shall occupy and use the premises, as defined by the University, only for Child Care Service. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in reporting service following an interruption. The University shall not be liable for any loss which may result from the interruption or failure of any such utility services. The cost of utilities will be based upon square footage of the child care area and a per square foot rate determined by the State of Wisconsin. Utilities cost will be invoiced annually.

2.16 The University shall have the right to make reasonable regulations on the method of service, opening and closing hours, safety, sanitation, maintenance and use of Child Care Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all Child Care areas at any and all times.

The University shall provide the contractor with a total of 1,380 square feet area for purposes of maintaining a Child Care Center Facility. This includes a infant room, access to restrooms and access to general use areas.

3.0 GENERAL TERMS

3.1 The University is seeking a high quality cost effective solution to the Child Care Center needs of the University for students, faculty and staff. These services must be provided in a manner which articulates with and enhances University programs and facilities in an innovative manner.
The capacity of the facility is 4 infants and 15-20 children age 2 and up. The contractor must provide services for ages six weeks through six years for which the room is currently equipped. Any additional service offered, specifically infant care, or care of children seven and older is at the sole option and expense of the provider.

The contractor shall provide service at a minimum on the days of class instruction and days when class final examinations are scheduled at UW-Marathon. At the contractor's discretion, and in communications and coordination with the University, may offer services in the Child Care Center during University vacation periods. It is the student parents' obligation to notify the contractor two (2) weeks in advance of their plans for these break/holiday periods.

The contractor shall close child care facility if the University closes, however, when the University is open, closing the Child Care Facilities shall be determined by the provider after consultation with the Assistant Campus Dean for Administrative Services or designee.

The contractor shall maintain minimum regular Child Care Center hours of 7:30 A.M. – 8:00 P.M. Monday through Thursday and 7:30am – 5:00pm Friday during the academic year. Summer hours will be mutually agreed upon by the University and the contractor. These hours would be for the duration of the life of this contract. These hours may be changed by mutual agreement.

The contractor shall provide a wide array of programs and activities that foster each child’s creativity, independence, and emotional, intellectual, social and physical development. Such programming shall include but not be limited to:

- Age- Appropriate learning activities embedded in functional, constructive and dramatic play
- Field trips occurring once a month
- Learning games with rules, such as board games and age appropriate athletic games
- Holiday specific activities
- Self Help activities including toileting, hand-washing, busing dishes after meals, disposing of unwanted food items, dressing for outside, taking off/putting on shoes and socks, placing items personal and school related in storage compartments, helping to get and put away bed linens etc.

3.2 Upon awarding this contract, the University requires the contractor to supply the following policies which are then subject to the review and approval by the Advisory Board and the University.

A. Admission policy
B. Administrative responsibility
C. Termination of enrollment
D. Discipline
E. Staff grievance procedures
F. Fees and refund policy
G. Health requirements policy
H. In-Service training policy
I. Orientation of staff policy
J. Equipment use policy including an identification of the types of equipment available to the program
K. Transportation of children policy
L. Emergency evacuation policy
M. Complete description of personnel policies that meet labor department requirements.
N. Other miscellaneous policies deemed necessary by the University or the Department of Health and Family Services
3.3 It is the University's intent to meet the needs of the student body first and foremost. In the event the University students are not afforded the opportunity to utilize the Child care Facility due to space and number restraints, the University has the right to require the "contractor" to issue a 30-day notice of individual contract cancellations according to the following priority listing. Students (Full or part time) have first priority. Second priority is reserved for faculty and staff and third priority is community users. Due to State of Wisconsin licensing restrictions, the number of children is limited by age group. The above mentioned priorities shall apply to each age group. The contractor also has the option to seek an increase in license capacity in accordance with provisions established by the Department of Health and Social Services.

3.4 It is the intention of the University through this contract for the contractor to encourage University students to utilize the Child Care Center as a drop-in service. A UW-Marathon student may receive the subsidized rate as specified in the payment section for a maximum the number of hours they are in class. Hours in excess of the maximum are the sole responsibility of the student. Any exceptions to this policy must be approved by the Assistant Campus dean of Student Services.

3.5 The University shall assist the contractor in promotion of the Child Care Center to the students, faculty, staff and the public.

3.6 The University shall provide reasonable access to the gym and other campus areas as campus programming allows. Scheduling and/or reserving areas of campus for use by the Child Care contractor will follow all UW – Marathon room reservations policies and procedures.

4.0 PERSONNEL, EMPLOYMENT PRACTICES AND STAFFING

4.1 The contractor shall at all times maintain on duty for the University an adequate administration and staff of employees for efficient operation. The contractor shall provide expert administrative, custodial, and support services to include, but not limited to; billing and collection services and office support services.

4.2 The Director and supporting staff shall be in the number, properly certified and qualified as determined by the required standards of the State of Wisconsin Department of Health and Family Services. The University and its designated committee shall have the opportunity to interview the candidates and participate in the final selection of the Director. In the event the University and/or the Advisory Board determines that the Director's performance is unsatisfactory or in question, it will communicate directly with the contractor concerning the nature of its complaints or questions and seek mutual resolution through joint discussion.

All employees of the contractor used in the execution of this contract are subject to reference and character checks by the contractor prior to and/or during employment by the contractor at the University as required by Wisconsin Admin. Rule HFS.55.

4.3 The contractor shall provide and maintain a management, teaching and child care aid staff and all supplies and equipment necessary to provide a safe child care environment with a comprehensive educational child development program that meets the needs of each child of each age group as required by appropriate state and federal regulations.

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

4.5 The contractor shall have the resources and staff for continually providing satisfactory training and development programs for their employees at all levels of the organization. Regularly scheduled
employee training shall be conducted by the contractor. The contractor shall be responsible for the expense of such training meetings.

4.6 Personnel of the contractor shall observe all regulations of the University, failure to do so may be grounds for dismissal. Dismissed employees shall not be transferable to another University of Wisconsin System Institution serviced by the contractor.

4.7 The University is not liable or responsible for students who have been identified as Sexual Offenders. In most instances, Offenders are governed by their release rules and their Probation Officer.

4.8 The University requires the contractor and employees to pay parking fees. At the start of this contract the fee is $30.00 per year per vehicle which shall be subject to change prior to and during the duration of this contract.

5.0 EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE

5.1 The University shall provide the contractor with a physical inventory of all furniture and capital equipment at the start of the contract. Initially, in the first year, the University and the contractor shall mutually determine what equipment shall be purchased for use in the child care.

Depletions to this inventory shall be replaced, or current value equivalent paid the University, at least annually and on completion or termination of this contract by the contractor at its expense and to the University's satisfaction.

The University shall maintain an up to date physical inventory record of furniture and capital equipment during the life of this contract. Additional new items or increased inventory level requirements shall be provided by the University through the appropriate purchasing authority and authorized funding procedures.

5.2 The Contractor must supply, store and utilize its own equipment, supplies and play items, etc., that would enhance the Child Care Program. Such contractor equipment, supplies and play items shall be inventoried, properly marked and a list presented to the University prior to the start of the contract and annually thereafter.

The contractor shall provide appropriate consumable classroom supplies and materials required to fulfill the obligations of this contract. In the event the Contractor has programmatic needs of copying, duplicating, faxing and/or scanning, any direct costs associated with these activities from the use of University equipment will be charged back to the Contractor.

5.3 The University will not support hardware or software computing equipment owed by contractor for use within the Child care facility at this location. However, the University will provide access to the internet for the contractor.

5.4 Ownership of all non-expendable furnishings and capital equipment shall remain with the University and shall not be loaned or removed from the University without its prior written approval. The contractor shall take such measures as may be reasonably required by the University for the protection against loss by pilferage, negligence or destruction.

The contractor shall not use University designated facilities, equipment, services or staff in support of outside activities unless specifically authorized in writing by the University based on a judgment that such activities contribute to and serve the University's purpose and the use is consistent with State regulations.
5.5 The University shall be responsible for the cost of repair or replacement of University equipment, furnishing and facilities, except that repair and replacement caused by the negligence of the contractor or its employees. Where it has been determined by the University that damages were due to the contractor's negligence, the University shall require the contractor to make and/or pay for the necessary repair and replacement of said capital equipment, furnishings and related facilities to the complete satisfaction of the University.

Any leasehold improvements requested by the contractor to the facilities occupied by the contractor shall be at the contractor's expense and shall become the property of the University. All such improvements require prior approval of the University. The University shall be responsible for the costs of facility changes required to comply with State or Federal regulations.

Any improvements to the area requested and/or desired by the contractor shall be by mutual agreement by both parties.

The contractor shall report to the "University" immediately all facts relating to losses incurred, facilities damage or equipment damage resulting from vandalism or theft.

5.6 The University will not provide a fenced outdoor area. Outdoor space will be considered to be space within Marathon Park boundaries.

5.7 The contractor shall provide telephone equipment. Phone jacks are currently located in proposed Childcare area. Long distance calls will be charged back to the contractor.

5.8 The contractor shall be responsible for control of keys obtained from the University and the security of those areas for which and when they are used by its representatives. The contractor shall be responsible for immediately reporting all the facts relating to incurred losses, any equipment damage or break-ins to their equipment and areas of the University. The University shall designate the authority that shall receive these reports and be responsible for key issue and periodic review of key control.

5.9 The University is responsible for the costs of re-keying and replacing lock cylinders, as determined by the University. The contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of locking cylinders required as a result of their negligence and/or loss of keys.

6.0 EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

6.1 The premises, equipment, supplies and facilities used by the contractor in the performance of this contract shall be maintained throughout the life of this contract in condition satisfactory to the University and in compliance with Wisconsin Administrative Code and Wisconsin Statutes. Thus, the contractor shall adhere to the highest standards of cleanliness and sanitary practices, including staff appearance and performance. Structural, utility and equipment changes necessary in order to comply with such requirements shall be made by the University at its expense.

6.2 The contractor shall provide daily custodial service in the areas used for Child Care Service. This includes cleaning and maintaining adequate water supply in portable sinks.

6.3 The University shall be responsible for the periodic stripping and sealing or waxing of floors and shampooing of carpets and shall furnish the necessary equipment, supplies and labor.

6.4 The University shall provide waste containers and bag liners where necessary, and in sufficient number, to maintain sanitary standards for trash disposal. All waste containers shall be kept in a clean and
satisfactory condition at all times, and emptied as often as necessary. The University shall be responsible for the costs of insect and pest control.

6.5 During the course of performing the service necessary to satisfy the requirements of the resulting contract, the contractor is fully liable for public and private protection while work is in process or at any site exposed as a potential hazard. The contractor must provide warning devices and/or signs which shall be prominently installed and displayed and be fully in compliance with the aforesaid safety regulations.

7.0 USER RATES, ACCOUNTING AND PAYMENTS

7.1 User Rates

The contractor shall charge users of the Child Care Services a fixed rate per hour for student users. Non-student rates shall be mutually agreed by the University and contractor at the start of the contract and annually thereafter.

A currently enrolled UW-Marathon student may receive the subsidized rate for a maximum of the number of hours they are in class. Any exceptions to this policy must be approved by the Assistant Campus Dean for Administrative Services. Hours in excess of the maximum are the sole responsibility of the student.

7.2 Accounting

7.2.1 The contractor shall maintain complete and accurate records of all user charges and deposit revenues in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of three years from the close of each year's operation.

Not later than the 20th day following the last day of each quarter (January, April, July and October 1st) the contractor shall provide the Assistant Campus Dean for Administrative Services with a revenue and expense statement of the child care operations at the University. At the start of the contract, the University and contractor shall mutually agree on the format and revenue and expense items to be included in each statement.

7.2.2 Keep and maintain complete and current records of the Child Care Center operation and to provide all reports as required by county, state and federal agencies. All records and accounts are subject to review by University officials with reasonable notice being given with the exception of the individual personnel files and the individual family files.

7.2.3 Student is defined as any individual who is currently enrolled in credit or non-credit classes at the University of Wisconsin - Marathon. The student rate shall apply to anyone enrolled for that particular semester/quarter, whether or not that individual is enrolled as a part or full time student. Non-student rates shall apply to faculty/staff and community users. Student user rate increases must be reviewed by the Advisory Board and approved by the Assistant Campus Dean for Administrative Services prior to implementation. Future rate increases, if necessary, for non-student clients shall be mutually agreed upon by the University and the contractor.

7.2.4 The contractor reserve the right to refuse child care services to clients of the Child Care Center who have outstanding financial obligations until such time as those clients begin to make good faith payments as left to the discretion of the contractor.

7.3 Payments
7.3.1 The University agrees to reimburse students $1.00 of the hourly fee for each UW-Marathon student-use hour. The contractor will charge the UW-Marathon student the regular hourly rate. The Student will request reimbursement from the University upon completion of each semester. The contractor will verify the child care hours within ten (10) days from the end of each semester.

7.3.2 Collections and billings for all user charges and deposits shall be made by the contractor directly to the individuals using the service.

7.3.3 On request of the University the contractor shall meet with the University and review each revenue statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Period revenue and commission adjustments required as a result of review and/or audit shall be identified and reflected on the next statement.

7.3.4 All records pertaining to the operations of Child care service shall be open for inspection and/or audit by the State and/or University of Wisconsin at any or all reasonable times upon advance notice, with the exception of individual user or family files.

8.0 BIDDERS’ QUALIFICATIONS AND INFORMATION

It is the purpose of this invitation to bid to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria which are to be considered in the award of this contract. To this end, each bidder shall furnish as a part of this bid a complete description of capabilities in the field of Child Care Service Operations.

From the total information required determination shall be made by the University of the bidder's demonstrated financial, managerial, and operational ability and resources to serve the University. Only bids from financially responsible organizations or individuals, as determined by the University, presently engaged in the business of Child Care Service which has the capability to perform as specified and provide professional services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

Bidders shall provide a written response to all required bidder's information. Each response shall be numbered to coincide with the bidder's information numbering and presented in the sequence listed. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. The University may request supplementary information as is sufficient, in the opinion of the University, to assure the University that the bidder’s competence, business organization, and financial resources are adequate to successfully perform the specified service.

The qualification criteria the bidder’s must meet to be considered for an award are:
* The contractor must currently own the specified business and must have owned and operated the specified business a minimum of three (3) years.
* Reference checks from a minimum of two (3) clients currently under contract with your company must indicate high quality of service has been performed consistently.
* The contractor's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload.
* Management qualifications and staffing requirements for this contract are satisfied.

Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of bid.
8.1 Name and address of operating provider.

8.2 The duration and extent of experience in the operation of Child care services. Accreditation by the National Academy of Early Childhood Programs is desirable. Provide accreditation if applicable.

8.3 List of operations where you have provided the child care service and three references with phone numbers. Give length of time at each operation.

8.4 A description of your training programs for employees, supervisors or managers. Provide your criteria for hiring teaching and support staff (including educational qualifications).

8.5 A copy of a valid license from the State of Wisconsin Department of Health and Family Services for your currently existing child care operation.

8.6 Provide an annual budget projection of all revenues and expenses for the first year of the contract.

8.7 Provide a description of the program which includes a detailed schedule of curriculum used according to the developmental level of each child including provisions for addressing the cultural diversity of children attending the program. Provide a typical day schedule of activities.

8.8 List of all items that you would bring to enhance and build the program.

8.9 Other such information as the bidders deems pertinent for consideration by the University.

9.0 BID SUBMITTAL FORM FOR CHILD CARE SERVICE
Subject: Child Care Services for the University of Wisconsin - Marathon County

We, the undersigned, in compliance with the Request for Bid Number RL-07-2370 for Child care Service dated April 2011, hereby bid the following user charges to the University of Wisconsin as follows. In making these bids acknowledge that we have read and understood this Request for Bid and hereby submit our bid in accordance with the terms and conditions of the bid specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

9.1 User Rate Charges
In consideration of the Child care Services provided individual users the contractor shall charge the following rate:

9.1.1 Children ages 6 weeks to two years
$______ dollars weekly
$______ dollars Full Day (over 4 hours)
$______ dollars ½ Day (up to 4 hours)

9.1.2 Children ages 2 – 3 years old
$______ dollars weekly
$______ dollars Full Day (over 4 hours)
$______ dollars ½ Day (up to 4 hours)

9.1.3 Children ages 3 through 6 years old
$______ dollars weekly
$______ dollars Full Day (over 4 hours)
$______ dollars ½ Day (up to 4 hours)

9.1.4 Registration Fee

11
THE BELOW ADDENDA HAVE BEEN RECEIVED AND CONSIDERED IN PREPARATION OF THIS BID. PLEASE COMPLETE THE ACKNOWLEDGMENT BY SIGNING AND INSERTING THE DATE OF THE ADDENDA.

WE ACKNOWLEDGE: ADDENDUM #1 ________ DATE

ADDENDUM #2 ________ DATES

SIGNED ________________________________

TITLE ________________________________

DATE ________________________________

FIRM ________________________________

ADDRESS ______________________________

CITY _______ STATE _________________

TELEPHONE _______ ZIP ________________

FEIN # ________________________________

Email _________________________________
SCHEDULE A

University of Wisconsin - Marathon

Prepared By – Georgette ‘Gigi’ Koenig, Assistant Campus Dean for Administrative Services

Date – April 2011

In an effort to provide the potential bidders of this contract with pertinent facts about the University, the following information shall be accumulated by the University and held. Prospective bidders may contact the University for copies of this information. Additional data and information may be requested by the contractor at that time.

The statistical data provided in this Schedule does not constitute terms of this contract, nor are they a part of it, but are included for informational purposes.

1. List of class times for the academic year and summer school.

2. Copy of the University calendar.

3. Schedule of days of required operation for 2011-2012 including periods when Child care service is not required during the academic year and summer session.

4. Estimated campus population
   a. Student Enrollment 2010 to 2011
      Fall Semester  1430 Head Count (HC)
      Spring Semester  1312 (HC)
   b. Faculty and Staff
      Academic Year  130
      Summer Session  50

5. NO Current daycare on campus- considered new start up facility

6. NO Current rates available: (students)
   Children ages 6 weeks to two years
      $_______ dollars Weekly
      $_______ dollars Full Day (over 4 hours)
      $_______ dollars ½ Day (up to 4 hours)
   Children ages 2 – 3 years old
      $_______ dollars weekly
      $_______ dollars Full Day (over 4 hours)
      $_______ dollars ½ Day (up to 4 hours)
   Children ages 3 through 6 years old
      $_______ dollars weekly
      $_______ dollars Full Day (over 4 hours)
      $_______ dollars ½ Day (up to 4 hours)
   Hourly rate
      N/A

Registration: Individual and Family
      N/A
STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

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

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

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

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

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

   6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation and contract administration.

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

   6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

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

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by
the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 **ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

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

19.0 **NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 **PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

22.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as
a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker’s compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted. (See 2.9.1)

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor’s responsibility to defend the determination in the event of an appeal or litigation.

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

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

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

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

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

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

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

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

33.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.