



CITY OF OSHKOSH
STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals)

- 1) **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 City of Oshkosh 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) **DEVIATIONS AND EXCEPTIONS:** The bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable. Specific product types or manufacturers identified in specifications shall be interpreted to require bidding of those exact types and manufacturers. Specifications which allow for bids/quotes with “equal” materials must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is a sufficient alternate to the specification requirement. Failure to provide product information will result in disqualification of such requests.
- 3) **QUANTITIES:** The quantities shown on this request are based on estimated needs. The city reserves the right to increase or decrease quantities to meet actual needs.
- 4) **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 5) **ACCEPTANCE-REJECTION:** The City of Oshkosh 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 city. Only proposals which are made out on the bid/proposal form attached hereto will be considered. All bid/proposals forms must be completed in full compliance as specified. Failure to complete bid/proposals forms may result in disqualification and considered non-responsive.
- 6) **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.

7) **GUARANTEED DELIVERY:** The contractor shall strictly adhere to delivery schedules as specified by the City and to promptly replace rejected or defective materials. The City retains the right to procure materials on its own when the Contractor's materials are not delivered, or replaced if necessary, according to the City's schedule. Contractor's failure to deliver, or replace when applicable, materials as required shall result in the contractor's liability for all costs in excess of the contract price when the City is required to procure materials necessary due to Contractor's failure to act. The City's excess costs shall also include the administrative costs.

8) **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.

9) **APPLICABLE LAW:** This Contract shall be governed under the laws of the State of Wisconsin, and all disputes shall be resolved in the state or federal court jurisdiction within which Oshkosh, Wisconsin is located. 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 City of Oshkosh 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.

10) **STANDARD PROVISIONS:** The Contractor agrees in all hiring or employment made possible by or resulting from this agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) **SAFETY REQUIREMENTS:** Contractor must follow all applicable federal, state and local standards.

12) **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 Safety Data Sheet for each item with the shipped container(s).

13) **PUBLIC RECORDS ACCESS:** It is the intention of the City of Oshkosh to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Bid/proposal documents and openings are public records and therefore subject to release unless excluded from release by Wisconsin Statutes. Those submitting information to the City that believe that their information is not subject to release must identify the applicable statute(s) and describe in detail how the information being submitted applies to the statute cited. The City's lack of response to assertions related to public records does not indicate any agreement with those assertions. Public records may not be available for public inspection prior to the opening of bids/quotes and/or the issuance of the notice of intent to award or the award of the contract.

14) **PRICING:** 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. If the bid/quote clearly involves the City's desire to purchase a product or products, then all prices shall exclude any Federal Excise Tax or State of Wisconsin Sales Tax as the City of Oshkosh is exempt from such taxes and will furnish an exemption certificate, if requested by the successful bidder. If the bid/quote is for the purpose of completing a project involving both labor and materials, then the Contractor/Consultant, and not the City, will be purchasing the material directly and the bid/quote must include all material costs, including without limitation, taxes. If the bidder is eligible to provide tax exempt building materials pursuant to state law, all verification must be submitted with their bid or quote.

15) 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, or the manufacturer's warranty, whichever is longer. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

12/19