

<b>REQUEST FOR PROPOSAL: D15-048-O</b>		<b>THIS IS NOT AN ORDER</b>	
<b>For Virtual Course Materials Store</b>			
RFP Manager: Donna J. Lumsden		Release date: February 19, 2015	
Email: <a href="mailto:uwmbids@uwm.edu">uwmbids@uwm.edu</a>		Deadline for Questions: March 9, 2015	
See section 4.2 for rules regarding communications during an RFP.		Due Date: <b>April 1, 2015 @ 2 p.m. CDT</b>	
		Amendment Number (if applicable):	
<input checked="" type="checkbox"/> Public opening <input type="checkbox"/> No public opening		Available submission methods: <input checked="" type="checkbox"/> Physical Receipt by Purchasing Office (See Section 4.5 for instructions)	
<p><b>RFP RESPONSIVENESS:</b> To be considered responsive, the Proposer must submit the following (Proposer should check the respective boxes to indicate compliance with each requirement):</p> <p><b>Each piece of information requested below must be included under a separate Tab or, if submitted electronically, labeled as separate Tabs.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Certificate of Compliance with RFP form (Exhibit A)</li> <li><input type="checkbox"/> Confidentiality Form, if desired (<a href="http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc">http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc</a>; DOA-3027) (Include as Tab B of response).</li> <li><input type="checkbox"/> Vendor Information Form (Exhibit C)</li> <li><input type="checkbox"/> Vendor Reference Form (<a href="http://vendornet.state.wi.us/vendornet/doaforms/doa-3478.doc">http://vendornet.state.wi.us/vendornet/doaforms/doa-3478.doc</a>; DOA-3478) (Include as Exhibit D of response).</li> <li><input type="checkbox"/> Financial Proposal (Exhibit E) Supply as noted in section 4.6</li> <li><input type="checkbox"/> Sales Projections (Exhibit F)</li> <li><input type="checkbox"/> Proposal Response (Tabs 1-13 as noted in section 4.6 – Some tabs designate placement of the various exhibits)</li> </ul>			

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The University of Wisconsin – Milwaukee (“UWM”) has initiated this Request for Proposal (RFP) process to select a dynamic/innovative virtual course materials store firm that will deliver affordable course materials to the UWM students. This document is to provide interested Proposers with information to enable them to prepare and submit a Proposal. The State, as represented by the Board of Regents on behalf of UWM, intends to use the results of this solicitation to award a contract.

Please see the UWM Fact Sheet, included, as Attachment D for information on the campus.

#### 1.1.1 Background

UWM is committed to providing creative textbook/course materials through creative and innovative technology with the primary goal of reducing costs for students. Elements of a Virtual Course Materials Store servicing UWM will include, but not be limited to, the following:

Supporting the academic mission of UWM by providing efficient and effective online textbook/course materials services to students and faculty, including online buyback and online adoptions.

Creating and implementing effective strategies to reduce the cost of textbook/course materials to UWM Students by minimizing shipping costs and providing a wide selection of used textbooks, textbook rental titles, and digital textbooks/course materials.

Providing easy access for online textbooks/course materials.

Developing a proactive textbook/course materials strategy that will allow the Virtual Course Materials Store to compete effectively in the challenging university bookstore environment.

Develop effective communication and coordination with designated UWM personnel regarding textbook/course materials adoptions.

Providing comprehensive textbook/course materials services to support all university academic programs.

Providing excellent customer service, including minimizing delivery time for online purchases and ensuring efficient online processing of all transactions (e.g. textbook ordering, buyback, etc.).

Providing an on-campus Virtual Course Materials Storefront/Kiosk (e.g., on-line order campus pick-ups, returns, etc.) located in the hub of the UWM Student Union Complex.

Utilizing state-of-the-art technology and emerging technologies for Web-based textbook/course materials operations (e.g., online transactions, inventory status, registration integration, on-line textbook rental, on-line buyback, etc.).

### 1.2 Organization of the RFP.

This RFP is divided into six main sections. The sections also refer to Exhibits and Addendum when such organization assists in making this document more fluid. The six main sections are:

Section 1 – General Information

Section 2 – Scope/Specifications

Section 3 – Preparing a Response

Section 4 – Submitting a Response

Section 5 – Proposal Selection and Award Process

Section 6 – UWM Contract Terms and Conditions

Section 7 - RFP Terms and Conditions

Exhibit A – Certificate of Compliance

Exhibit B – Designation of Confidential and Proprietary Information, DOA-3027

Exhibit C - Vendor Information Form, DOA-3077  
Exhibit D – Vendor References, DOA-3478  
Exhibit E – Financial Proposal Form  
Exhibit F – Sales Projections

Attachment A - UWM’s Contract Terms and Conditions  
Attachment B - UWM’s Terms and Conditions for the RFP (Process for the RFP Process)  
Attachment C – UWM’s Data Security Terms and Conditions  
Attachment D – UWM Fact Sheet  
Attachment E – Floor Plans

### **1.3 Definitions.**

The following definitions are used through the RFP:

UWM – means the University of Wisconsin – Milwaukee on behalf of the Board of Regents for the State of Wisconsin.

Proposer – means firm(s) submitting a Proposal in response to this RFP.

Proposal – means the response to this RFP submitted by Proposer.

Contractor – means the Proposer awarded the contract subject of this RFP.

State – means the State of Wisconsin.

RFP – means Request for Proposal.

Committee – means the Evaluation Committee which evaluates the Proposals.

MBE – means Minority Business Enterprises.

BAFO – means Best and Final Offer.

## **2.0 DESIRED SERVICES**

### **2.1 Operations**

- a. The contractor shall provide the UWM community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, and rental textbooks.
- b. The contractor shall have the right to operate the UWM Virtual Course Materials Store for the textbook/course materials program. The University shall coordinate with the contractor to establish a link from the University’s Student Information System (SIS) Schedule page to the contractor’s Virtual Course Materials Store Web site. UWM uses Oracle/PeopleSoft with student access to PAWS (Panther Access to Web Services), and D2L (Desire2Learn) is UWM’s Learning Management System.)
- c. Virtual Course Materials Store Name. The name of the Virtual Course Materials Store that shall provide textbooks/course materials to the UWM community will be mutually agreed upon between the University and the contractor.
- d. Shipping. The contractor shall provide multiple shipping options for students, including standard shipping, expedited shipping, and overnight shipping.
- e. Reporting Requirement. The contractor shall report to UWM’s Executive Director of Retail Services. The contractor will meet with the Executive Director of Retail Services at least quarterly to review the Virtual Course Materials Store’s textbook/course materials program.
- f. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA) and shall ensure that the Virtual Course Materials Store meets the needs of disabled students.

### **2.2 Textbooks / Course Materials**

- a. The contractor shall provide the UWM community with a full range of course materials (e.g., new textbooks, used textbooks, digital textbooks, custom published materials, and rental textbooks) including all required, recommended, or suggested course materials and supplies, including textbooks, course packs, software, and materials published or distributed electronically.

- b. The contractor, working with the faculty and/or designated University personnel, shall make every effort to obtain early textbook/course materials adoption commitments. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- c. Adoption Solicitation & Collection. The contractor will be responsible for collecting adoption data from UWM Faculty. The contractor's adoption program will be accessible from the UWM registrar website. The contractor's adoption program shall interface with the UWM registrar website, and the contractor shall be responsible for all integration costs.
- d. The contractor shall work with the University to ensure compliance to the Higher Education Opportunity Act (HEOA) Textbook Provision.
- e. Textbook adoption data and forms, whether received in paper form, electronically, or otherwise, provided to the contractor by UWM's Faculty or Staff are the property of the University. The contractor shall provide textbook/course materials adoption data and/or adoption forms to the University within twenty-four (24) hours of the University's request for copies of such adoption data and/or adoption forms.
- f. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, and related academic supplies and materials, as required by the faculty for course work, available for online purchase by students according to the schedule established by the University.
- g. To ensure sufficient availability of course materials, the contractor shall make available to UWM Students all required and recommended course materials, including those that are not readily available online through the contractor's standard distribution channels.
- h. The contractor shall maximize the availability of used textbooks for online purchase by UWM Students.
- i. The contractor shall maximize the availability of rental textbooks for online rental transactions by UWM Students.
- j. The contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, multi-media streaming, supplemental content, integration with the campus Learning Management System (LMS). UWM uses the D2L (Desire2Learn) system.
- k. The contractor shall provide custom-published materials (i.e., course packs), including the securing of copyright clearances in compliance with all copyright laws, production/printing and/or electronic distribution, and sales.
- l. The contractor shall provide comprehensive textbook/course materials services and will work closely with UWM to support all UWM academic programs.
- m. The University will continue to support campus initiatives that provide affordable course materials to UWM Students, including but not limited to, the following:
  - SARUP (School of Architecture and Urban Planning) - SARUP will continue to operate a Store for its Students.
  - Executive MBA Program - Lubar School of Business will continue to provide course materials directly to its Students. Course materials are part of the tuition and fees, and are provided to Students directly by the Executive MBA Program.
  - UWM is committed to providing affordable academic supplies for students and will continue to enhance and support the Open Educational Resource Programs at UWM.

(Note: The selected contractor will be encouraged to coordinate directly departments and programs such as SARUP and the Executive MBA Program to determine if the contractor can bring value-added services to these programs.)

### **2.3 Textbook Affordability and Pricing Policy**

- a. The University is extremely committed to making textbooks/course materials affordable to UWM Students.
- b. The contractor's textbook/course materials pricing policy should be innovative and address the desire of the University to provide UWM Students with affordable textbooks/course materials.
- c. Custom Textbooks and Course packs. The gross margin for custom textbooks (textbooks/course materials prepared specifically for UWM and with a unique ISBN assigned to the UWM textbook) and course packs (i.e., materials requiring copyright permission) shall be sold at no higher than a twenty percent (20%) gross profit margin. (i.e., the formula shall be the publisher's net price divided by .8.) There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., the above formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)
- d. The contractor shall provide free shipping, or, if shipping charges apply, then the contractor shall establish fair and reasonable shipping charges.

### **2.4 Buyback**

- a. The contractor shall buy back books online through the Virtual Store Web site.
- b. The contractor shall buy back books at the storefront/kiosk on a daily basis, including at the end of each semester.

### **2.5 Tender Types**

- a. Tender Types. At a minimum, the contractor shall accept major credit cards, Virtual Store gift cards, bank debit cards, the UWM Campus Card (UWM PantherCard), and, if applicable, scholarship account charges. The contractor shall be solely responsible for all expenses and collection of debts resulting from all transactions.
- b. UWM Campus Card (PantherCard). The contractor shall provide at its sole expense the hardware, software, and interfaces necessary with the CBORD system in order to accept the UWM PantherCard, and/or another campus card utilized by UWM in the future. The University shall assess the contractor a transaction fee of two and a half percent (2.5%) of sales for all UWM Campus Card transactions. This fee may be periodically reviewed and if needed, adjusted to cover increased UWM Campus Card support costs.

### **2.6 Customer Service**

- a. The contractor shall provide excellent customer service with respect to the operation of the UWM Virtual Course Materials Store and the Storefront/Kiosk Center.
- b. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, customer comment opportunities, etc. Customer feedback results will be shared with UWM.
- c. Refund Policy. The contractor's refund policy must be sensitive to the needs of UWM Students and customers.
- d. Virtual Course Materials Store Advisory Committee. The University may establish a Virtual Course Materials Store Advisory Committee. The contractor shall meet regularly with the Virtual Course Materials Advisory Committee, if established, and with University officials to review the Virtual Course Materials Store operations and to improve the Virtual Course Materials Store program, services, and policies.

### **2.7 Staffing / Personnel**

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Virtual Course Materials Store.

- b. Current Bookstore Employees. Contractor is encouraged to hire current UWM Bookstore employees.
- c. Faculty Liaison. The contractor shall be responsible, at its sole cost and expense, to provide a faculty liaison to coordinate the functions necessary to provide an efficient full-service Virtual Course Materials Store in accordance with the requirements established by UWM (e.g., textbook/course materials adoption coordination, digital course materials liaison, etc.).
- d. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on UWM's premises, all employees, agents and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from UWM at the University's request.
- e. Employment Laws. The contractor shall comply with all state and federal employment requirements.

## **2.8 Web Site**

- a. The contractor shall manage and operate a full-service UWM -branded Virtual Course Materials Web Site. The Web site shall include, but not be limited to, the following:
  - Order and reserve textbooks
  - Submit textbook adoptions online
  - Online buyback
  - Online returns
- b. All aspects of the Virtual Course Materials Store, including products sold (whether by the contractor or by a third party contractor), links to and/or from the Virtual Store Web site, and advertising accepted, shall require the University's prior written approval.
- c. The contractor shall operate the Web site on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.

## **2.9 Technology**

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., online adoption technology, technology for web based textbook/course materials, technology necessary to comply with the HEOA Textbook Provision, etc.) to deliver the desired level of service. (Note: The University will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- b. PCI (Payment Card Industry) Compliance. The Virtual Store and the onsite kiosk shall provide the ability to interface payment transactions to a selected credit card processor in order to accept credit card and signature debit card payments. The Virtual Store and onsite kiosk will be owned and managed by the contractor. The contractor will also own/lease and manage the network connection, which is separate from UWM's network, from the onsite kiosk to a third-party provider. No credit card information will be required to be processed, stored or transmitted by UWM personnel or on UWM networks. In addition, no element of the payment page (including the redirection website) delivered to the applicant's browser originates from UWM.

The contractor will be the merchant of record for all credit and debit card transactions. As the merchant of record, the contractor shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time-to-time. Current PCI DSS Requirements documentation is available on the PCI Security Standards Council (PCI SSC) website at <https://www.pcisecuritystandards.org>.

The contractor's payment application must be listed on PCI Validated payment application list and/or the service provider listed on the Visa Global Registry of Service Providers. The contractor will be required to provide UWM the AOC or verification annually.

- c. Customer Data/FERPA. The contractor shall agree to abide by the limitations on re-disclosure of personally identifiable information from student education records ("Information") set forth in The Family Educational Rights and Privacy Act (FERPA) and the regulations pertaining to FERPA. The contractor shall agree to hold Information in strict confidence; shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Information received from, or on behalf of UWM or its students; shall not use or disclose Information except as permitted or required by the Agreement, applicable law, or as otherwise authorized in writing by UWM; shall not use Information for any purpose other than the purpose for which the disclosure was made; **shall not use the services of any subcontractor in conjunction with the Information without first requiring the subcontractor to agree to identical terms in writing as are contained here for the handling of Information and only after obtaining the written consent of UWM to utilize such subcontractor; at no time shall contractor or any subcontractor thereof gain any ownership interest in the Information or any extraction from same;** and, upon termination, cancellation, expiration or other conclusion of the Agreement, shall return all Information to UWM or, if return is not feasible, destroy any and all Information **whether in its possession or under the control of a subcontractor**. The contractor shall, within one day of discovery, report to UWM any use or disclosure of Information not authorized by this agreement or in writing by UWM.

## 2.10 Financial Reporting

- a. On a monthly basis, the contractor shall submit a sales report to the UWM Administration, including sales by category (i.e., new, used, rental, digital, etc.) and total sales for the Virtual Course Materials Store.
- b. On an annual basis, the contractor shall submit a detailed Virtual Course Materials Store financial report to the University. At a minimum, the UWM Virtual Course Materials Store financial report shall include the following:
  - Sales by Category/Department
  - Total Sales
  - Commission Paid to the University
  - Other Financial Data, as Requested by the University
- c. The contractor shall provide UWM with a copy of its company financial statement on an annual basis.
- d. Specific requirements regarding payment both to and from the University will be determined as part of the contracting process with the successful contractor. Payments will be timely and reflect standard billing and payment procedures to assure the University complete accountability of all financial transactions. The University will require clear avenues that will allow disclosure of activity and revenues to provide an easily auditable operation. Contractors should describe any requirements they may have regarding payment issues.
- e. The University reserves the right to request an audit of all or any components of the arrangement between the University and the successful contractor.

## 2.11 Virtual Course Materials Store On-Campus Location / Capital Investment

- a. The contractor shall provide an on-campus Virtual Course Materials Storefront/Kiosk, located in the hub of the UWM Student Union. There is a 3,000 square foot space (approximate square footage) in the Student Union that is a possible location for the Virtual Course Materials Storefront. Contractors should assess this space and respond to Section 6.7 of this RFP, indicating their course materials distribution plan (e.g., permanent space, seasonal space, square footage requirements, kiosk, etc.). The UWM Bookstore will be redeveloped into a smaller self-operated Campus Store. The possible locations for the Virtual Storefront/Kiosk will be discussed during the on-site inspection on March 5, 2015. The attached floor plans of the existing UWM Bookstore are included in attachment E.

- b. **Fixtures/Equipment.** The contractor shall, at its sole expense, provide any necessary moveable fixtures or equipment (e.g., moveable store fixtures, store equipment, POS terminals, etc.) to operate the Virtual Course Materials Storefront/Kiosk. All moveable fixtures and equipment shall remain the property of the contractor at the expiration, termination, or non-renewal of the contract, and shall be removed at the contractor's sole expense within 10 business days of the expiration, termination, or non-renewal of the contract. (Note: Contractors are required to complete the "Financial Proposal Form," Attachment A.)
- c. **Facility Investment.** The contractor shall make a capital investment to build out the required space for the Storefront/Kiosk to the satisfaction of UWM. (Note: Contractors are required to complete the "Financial Bid Form," Attachment A.)

The capital investment shall include non-removable fixtures, flooring, carpet, lighting, wall treatment, signage, etc.

- **Ownership of Facility Investment.** All capital investments and non-removable fixtures in the UWM Virtual Store shall become the property of UWM at the termination, expiration, or non-renewal of the contract.
  - If the contract, or extensions thereto, ends for reasons other than poor performance or bankruptcy by the contractor prior to the capital investment being fully depreciated, then UWM will reimburse the contractor for the undepreciated portion of the capital investment in the UWM Virtual Store, and all capital investments and non-removable fixtures shall become the property of UWM.
  - If the contract is terminated for poor performance or for bankruptcy, then UWM shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and non-removable fixtures shall become the property of UWM.
  - **Depreciation.** The capital investment by the contractor in the UWM Virtual Store shall be depreciated on a straight-line basis over five (5) years.
  - The facility investment for the UWM Virtual Store must meet UWM standards; must be approved in advance by UWM; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with UWM. Any third-party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by UWM.
  - **Accounting of Facility Investment.** The contractor shall provide UWM with a full accounting of its facility investment, including copies of invoices paid to contractors for the facility investment.
  - **Investment Difference.** If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's proposal, then the contractor shall pay UWM the difference between the actual amount spent and the amount offered, payable within 60 days following creation of the build out. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor shall be solely responsible for all costs necessary to complete the facility improvements.
  - **Design Fees.** The Storefront/Kiosk design and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
  - **Signage.** All exterior signage, banners, etc., must adhere to UWM requirements, and the contractor must obtain prior written approval of the signage from UWM.
  - **Timing of Facility Improvements.** The timing of the facility improvements for the UWM Virtual Store/Storefront Kiosk will be coordinated with UWM.
- d. **Hours of Operation.** Hours of operation of the Storefront/Kiosk shall be mutually agreed upon. Changes to the defined hours of operation must be approved by the University.



## 2.12 University Obligations

- a. The University shall provide the contractor with:
  - Space in the Student Union to accommodate the Virtual Course Materials Storefront/Kiosk
  - Security service for the Virtual Course Materials Storefront/Kiosk provided by UWM in the same manner provided for other UWM buildings

## 2.13 Contractor Obligations

- a. The contractor shall provide the following as part of its management and operation of the Virtual Course Materials Storefront/Kiosk:
  - Technology, Systems, etc. The contractor, at its sole expense shall provide all network, internet, telephone, voice answering systems, etc., necessary for the operation of the Virtual Course Materials Store.
  - Vehicles. The contractor, at its sole expense, shall provide Vehicle(s) necessary (if any) for the operation of the Virtual Course Materials Storefront/Kiosk. The contractor will be responsible for any parking fees or permits related to their vehicle(s).
  - Cleaning and Maintenance. The contractor, at its sole expense, shall properly maintain (to the satisfaction of the University) the interior of the Virtual Course Materials Storefront/Kiosk.
  - All equipment must be PCI compliant while in use.
  - Reimbursement to UWM on a monthly basis for Utilities, electricity, HVAC, etc., at the standard UWM rates. (Note: Estimated utilities costs for the first year of the contract are \$2.50 per square foot, and will be adjusted on an annual basis according to the standard UWM rates.)
- b. Inventory and Credit Obligations:

The selected contractor shall be required to purchase the UWM Bookstore's textbook/course materials inventory at cost from the University. The selected contractor shall purchase the Bookstore's textbook/course materials inventory as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the University (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstores' current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of November 2014).

The selected contractor shall:

- Pay the University for the UWM Bookstore's textbook/course materials inventory within thirty (30) days from the commencement of the contract.
- Purchase from, and pay to UWM, the total amount of current unapplied credit memos due to UWM from publishers, wholesalers, distributors, and other contractor for UWM Bookstore transactions.
- Pay the UWM for Bookstore credit memos within sixty (60) days from the commencement of the contract.

## 2.14 Inventory Purchase

The selected contractor shall be required to purchase the UWM Bookstore's textbook/course materials inventory at cost from the University. The selected contractor shall purchase the Bookstore's textbook/course materials inventory as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the University (i.e., publisher's invoice cost).

- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of November 2014).

### **2.15 Inventory Payment**

The selected contractor shall pay the University for the Bookstore's textbook/course materials inventory within thirty (30) days from the commencement of the contract.

### **2.16 Credit Memo Purchase**

The selected contractor shall purchase from, and pay to UWM, the total amount of current unapplied credit memos due to UWM from publishers, wholesalers, distributors, and other contractors for UWM Bookstore transactions.

### **2.17 Credit Memo Payment**

The selected contractor shall pay the WUM for Bookstore credit memos within sixty (60) days from the commencement of the contract.

## **3.0 PREPARING A RESPONSE**

### **3.1 Company History and Background**

- Provide your qualifications and experience in providing online/virtual textbook/course materials services.
- Provide a client list of Virtual Stores operated by your company, including the following for each account:
  - Date of contract commencement
  - Annual sales volume
  - Total Student Enrollment
  - Total Number of Students living on campus
- Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating (Tab 11).

### **3.2 Operations Plan / Marketing Plan**

- Describe your management/operations plan for operation of the Virtual Course Materials Store/Website serving UWM.
- Describe your management/operations plan for operation of the Virtual Course Materials Storefront/Kiosk serving UWM.
- Describe your marketing/promotional plan for the Virtual Course Materials Store/Website and the Virtual Course Materials Storefront/Kiosk to obtain the sales projects documented in Exhibit F.

### **3.3 Customer Service**

- Describe the methods you will use to obtain regular feedback from Virtual Course Materials Store customers to ensure a high level of customer satisfaction.
- Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, course packs, rental textbooks, and digital course materials.
- Describe your company's order processing, order fulfillment, shipping and delivery processes and options.
- Describe your company's order processing time.

- e. Describe your proposed hours of operation for the UWM on-campus Virtual Course Materials Storefront/Kiosk.
- f. Describe the online support for students and faculty who may experience difficulties with access or use.

### **3.4 Staffing / Personnel**

- a. Provide your company organization chart.
- b. Staffing Plan. Provide your proposed staffing plan for the UWM Virtual Course Materials Store/Storefront Kiosk.
- c. Current UWM Bookstore Employees. Describe your company's plan to hire current UWM Bookstore employees.
- d. Faculty Liaison. Provide your proposed staffing plan for the faculty liaison support position as described in Section 2.7b.
- e. Transition Plan / Timeline. Provide a detailed transition plan and timeline that includes information on how your firm will accommodate a shift from a full-service on-campus textbook/course materials provider business model to a Virtual Course Materials Store in order to meet the University's expectations for a contract start date of November 1, 2015. Include a detailed Timeline of key dates for the transition.
- f. Describe your corporate support services.
- g. Describe the University Staff support that will be necessary to coordinate and communicate with your company regarding textbook/course materials adoptions, problems, out-of-stocks, etc.

### **3.5 Textbooks / Course Materials**

- a. Market Share. Describe your company's plans to develop and implement an active strategic plan to protect the University's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.
- b. Textbook Inventory/Availability. Describe your textbook/course materials inventory program, including your inventory sources and your plan to ensure that all textbooks/course materials are readily available for purchase/rent by UWM Students.
- c. Services and Programs. Describe in detail the textbook/course materials services and programs that you will provide to UWM Faculty and Students (e.g., online ordering, online buyback, online adoption program, registration integration program, etc.).
- d. Used Textbooks. Provide a detailed description of your sources for used textbooks, along with a description of your online textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices.
- e. Digital Delivery. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Specifically, provide the following:
  - A detailed description of your company's plan/strategy regarding online delivery of digital/electronic course materials, digital textbooks, integration with Learning Management Systems (LMS), etc.
  - Describe any value added that your company can provide to various existing UWM textbook/course materials programs such as the SARUP and Executive MBA Programs described in RFP Section 5.2m.
  - Describe any value added your company can provide to enhance and support the Open Educational Resource Programs at UWM.

- f. Textbook Rentals. Describe in detail the online textbook rental program that your company will provide at UWM.
- g. Custom Publishing/Course packs. Describe your online custom publishing/course pack program.
- h. HEOA. Describe how your company ensures compliance to the Federal Higher Education Opportunity Act (HEOA) Textbook Provision.
- i. ADA. Describe how your company ensures that a Virtual Course Materials Store meets the needs of students with disabilities.

### **3.6 Textbook Affordability / Pricing Policies**

- a. Describe your pricing policies for textbooks/course materials including new, used, rental, digital, etc. Describe in detail how your pricing policies for textbook/course materials will address the desire of the University to provide affordable textbooks/course materials to UWM Students. Include your pricing policies, business arrangement, and/or retail prices for the following:
  - Inventory sourced from your warehouse, if your company has a warehouse
  - Inventory sourced from the marketplace
- b. Custom Textbooks and Course packs. Please describe your company's pricing policy for custom textbooks and course packs, and include a written commitment that your company's gross margin for custom textbooks and course packs shall not exceed twenty percent (20%), as defined in RFP Section 2.3c.
- c. Describe your shipping charges for shipping textbooks/course materials to UWM Students, including any free freight programs available.

### **3.7 Virtual Course Materials Store On-Campus Location / Facility**

- a. Describe your plans to provide an on-campus Virtual Course Materials Storefront/Kiosk, located in the hub of the UWM Student Union. Include the following:
  - Management plan for the Storefront/Kiosk
  - Staffing plan
  - Hours of operation
- b. Provide the desired amount of square footage necessary to operate the on-campus Virtual Course Materials Storefront/Kiosk.
- c. Capital Investment in the Storefront/Kiosk Facility. Describe your company's capital investment in the Storefront/Kiosk facility. The capital investment in the facility shall be funded in its entirety by the contractor. There shall be no payback provision in the event of expiration, termination, or non-renewal of the contract.
- d. For the Storefront/Kiosk, provide the full card flow diagram of credit card processing. Provide a full description of how the Storefront/Kiosk will be set up to process credit cards for sales, refunds and buybacks.

### **3.8 Technology**

- a. Describe your plans for state-of-the-art technology (e.g., online adoption technology, technology for web based textbook/course materials, technology necessary to comply with the HEOA Textbook Provision, PCI compliance, etc.) to deliver the desired level of service. Provide details regarding the purchasing process and ease of purchasing on the Virtual Course Materials Store Web site.
- b. Describe your plan to work with the University to implement the UWM Campus Card (UWM PantherCard) as a method of payment on the Virtual Course Materials Store Web site.

- c. Web Site/E-Commerce Plans. Include a detailed description of your plans to offer the following:
- Online textbook ordering program
  - Online textbook adoption program
  - Online buyback program
  - Registration integration program
  - Compliance to the HEOA Textbook Provision (i.e., textbook ISBN number availability)
  - Compliance to ADA
- d. For the Virtual Course Materials Store and the Storefront/Kiosk, provide the current PCI Attestation of Compliance. This must be the contractor's attestation of compliance from a qualified security assessor and not based on a self-assessment questionnaire. Alternatively, provide verification the payment application is listed on PCI Validated payment application list and/or the service provider listed on the Visa Global Registry of Service Providers.

### 3.9 Tender Types

- a. Describe the tender types you will accept at the UWM Virtual Course Materials Store.
- b. Describe your company's program and experience accepting campus cards at major universities.

### 3.10 Financial Projections

- a. Sales Projections. Provide sales projections for the first five (5) years of operation of the UWM Virtual Course Materials Store. Projections must include the following:
- Course Materials Sales by Category/Department (new, used, rental, digital, etc.)
  - Other Sales (if any)
  - Total Sales

Document these numbers on Sales Projections Form- Exhibit F.

### 3.11 Financial Proposal(s)

- a. Financial Return to UWM (Required Response). Describe the financial return that you will remit to UWM for the operation of the UWM Virtual Course Materials Store. The financial return shall consist of the following:
- Minimum Annual Guarantee
  - Commission Payment
  - Additional financial incentives that you would like the University to consider (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, Miscellaneous/Other Financial Contributions, etc.)

The University's requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Virtual Course Materials Store for any product or service offered by the Virtual Course Materials Store. This includes all orders taken or received at the Virtual Course Materials Store, whether such orders are placed at the Virtual Course Materials Store, the Storefront/Kiosk, or elsewhere.
- "Commissionable Sales" shall be defined as Gross Sales less voids, less customer refunds, less discounted sales to authorized University Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers.
- The contractor shall pay the University the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.
- Payments shall be made on a monthly basis via electronic funds transfer (EFT). The University shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial

guarantee. Regardless of the payment method selected by the University, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.

- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.

(Note: Contractors are required to submit a response to 3.11a. In addition, contractors are required to complete the Required Financial Proposal Form- Attachment A.)

- b. Facility Investment (Required Response). Please describe your detailed facility plans and financial commitment to provide UWM with state-of-the-art Virtual Course Materials facilities throughout the term of the contract, as described in RFP Section 5.11. Please describe facility plans and your financial commitment as stated in RFP Section 5.11a, for the following:

- Fixture / Equipment Investment
- Facility Investment

In addition, contractors are required to complete the Financial Proposal Form, Attachment A.

**3.13 Additional Information**

- a. Provide the University with other information you feel is pertinent.

**4.0 SUBMITTING A RESPONSE**

**4.1 Calendar of Events**

Listed below are specific dates and times of actions related to this RFP. The actions with dates must be completed as indicated unless otherwise changed by the RFP Manager. In the event that the RFP Manager finds it necessary to change any of the specific dates and times, the RFP Manager will do so by issuing addendum to this RFP. It is the Proposer’s responsibility to check VendorNet regularly for any RFP amendments. There may or may not be formal notification issued for changes to target dates and times.

Event	Due Date
RFP issue date	February 19, 2015
Proposer site inspection and conference	March 5, 2015
Last day for submitting additional questions	March 9, 2015
Written Q&A posted to VendorNet and Amendment Issued	March 12, 2015 (target)
Proposals due	April 1, 2015
Verbal presentations of top scorers	April 15, 2015 (target)
Notification of intent to award sent	May 6, 2015 (target)
Contract signature date	August 15, 2015 (target)
Transition Period	August 1, 2015-November 1, 2015

**4.2 Communication/Questions**

The only permissible communication regarding this RFP is in writing. No phone questions or inquiries will be acknowledged to ensure fairness to all Proposers in receiving information related to this RFP.

Any contact with UWM employees (except with or authorized by the RFP Manager) is strictly prohibited between the time that the RFP is released and contract award. Any Proposer who fails to adhere to this provision may be disqualified and their Proposal may be rejected.

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this

RFP, the Proposer should immediately notify the below named individual of such error and request modification or clarification the RFP.

If a Proposer fails to notify the Purchasing Office of an error in the RFP document which is known to the Proposer, or which must have reasonably been known to the Proposer, then any Proposal submitted shall be at the risk and if awarded a contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Questions concerning this RFP shall be submitted in writing by the end of the day on Monday, March 9, 2015, to the Purchasing Agent below:

Donna J. Lumsden  
Email: [uwmbids@uwm.edu](mailto:uwmbids@uwm.edu)

The subject line of the email must be labeled "RFP #D15-048-O -Question."

UWM shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. Any Proposer in need of reasonable accommodations should contact the RFP Manager at [uwmbids@uwm.edu](mailto:uwmbids@uwm.edu).

#### **4.3 Addendum**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided in the same manner the RFP was released.

#### **4.4 Proposer In-Person Conference and Site Inspection**

A Proposer Conference and site inspection will be held on March 5, 2014, 10:30 am – 3:15 pm (approx.) CST at the UW-Milwaukee Student Union, 2200 E. Kenwood Blvd, Milwaukee, WI 53211. The conference will be used to address any process questions, resolve any ambiguities raised, and tour the site for the kiosk. The contact person is Donna Lumsden at (414) 229-6011 or [lumsden@uwm.edu](mailto:lumsden@uwm.edu) to confirm attendance at the site visit.

This conference is not mandatory, however failure to attend the vendor conference and site visit will not absolve the successful proposer from the responsibility of meeting all of the requirements of the request for proposal and any resulting contract.

#### **4.5 Submission of the Proposal**

If Proposer is submitting a Proposal by delivery to the Purchasing Office, Proposer shall submit one (1) original Proposal with a wet signature and 10 copies in a packaged, sealed envelope plainly marked on the outside with the following information: Proposer's name, Proposer's address, RFP number, and the due date of the RFP. Proposer must also include one original and one copy of the Cost Proposal, sealed and marked "Cost Proposal – RFP #D15-048-O, due date April 1, 2015 at 2:00 PM CDT). Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection.

The address of the Purchasing Office is as set forth below:

Engelmann Hall Room 180  
2033 E. Hartford Ave  
Milwaukee, WI 53211

Proposals shall be deemed accepted when physically received in the UWM Purchasing Office as evidenced by a time stamp by the UWM Purchasing Office. Receipt of a Proposal by the mail system or by another office shall not constitute receipt of a Proposal by the Purchasing Office and such Proposal shall be rejected. Late Proposals shall be rejected.

Proposals MUST be date and time stamped by the soliciting Purchasing Office on or before the date and time that the Proposal is due. Proposals date- and time-stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the Purchasing Office.

#### 4.6 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals must be organized and presented in the order set forth below.

**Failure to respond with/to the mandatory requirements will be cause for rejection of your proposal.**

It is also mandatory that all tabs and exhibits be completed and returned as noted on the RFP cover page, as applicable to your firm.

This RFP requests information believed to be necessary to fairly and fully rate all proposals. The University does not intend to limit proposals to a particular model and/or paradigm. Proposers are encouraged to submit creative proposals. If some questions asked in this RFP are not relevant to the model suggested by the Proposer, please indicate that in your response and provide the information which the question sought to elicit.

**Mandatory requirements:**

**Tab 1 Certificate of Compliance – Exhibit A (Pass/Fail Requirement)**

Complete and sign the Certificate of Compliance and provide under a tab labelled as Tab 1 of your response. Check the appropriate corresponding box to each of the questions posed.

**Tab 2 Designation of Confidential and Proprietary Information – Exhibit B (Pass/Fail Requirement)**

If Proposer is designating any information as confidential or proprietary, complete and sign Exhibit B, Form DOA-3027 and provide under a tab labelled as Tab 2 of your response.

**Tab 3 Vendor Information Form – Exhibit C (Pass/Fail Requirement)**

Complete Exhibit C, Form DOA-3477, and provide under a tab labelled as Tab 3 of your response.

**Tab 4 Vendor Reference Form – Exhibit D (Pass/Fail Requirement)**

Complete and sign the Vendor Reference Form provide under a tab labelled as Tab 4 of your response.

**Tab 5 Financial Stability (Pass/Fail Requirement)**

Submit your firm’s financial statements with your proposal under a tab labelled as Tab 5 of your response. This will allow the University to assess your financial viability. The preference would be for you to include two years of audited financial statements, but if these are not available, other financial documents that will provide adequate information to conclude your firm’s financial viability may be used, i.e. non-audited financial statements, tax returns, or D&B rating or other similar reports or documents which would allow the University to make a judgment on financial viability.

The University reserves the right to do an independent review of a proposer’s financial viability. The University will be the sole judge of financial viability.

**Tab 6 Firm Experience/Operations and Marketing, Customer Service, Staffing Plans (Criteria as noted in Sections 3.1, 3.2, 3.3 and 3.4)**

Provide answers to the questions posed in Sections 3.1, 3.2, 3.3 and 3.4 and provide that material under a tab labelled as Tab 6 of your response.

**Tab 7 Textbook & Course Materials/Pricing Policy (Criteria as noted in Sections 3.5 and 3.6.)**

Provide answers to the questions posed in sections 3.5 and 3.6 and provide under a tab labelled as Tab 7 of your response.

**Tab 8 Store On-Campus Location/Facility (Criteria as noted in Section 3.7)**

Provide answers to the questions posed in section 3.7 provide under a tab labelled as Tab 8 of your response. Include all information needed to fulfill the obligations listed under the above-referenced section.

**Tab 9 Plan for Use of Technology (Criteria as noted in Sections 3.8 and 3.9)**

Provide answers to the questions posed in sections 3.8 and 3.9 and provide under a tab labelled as Tab 9 of your response.

**Tab 10 Financial Projections – Exhibit F (Criteria as noted in Section 3.10)**

Complete Exhibit F and provide under a tab labelled as Tab 10 or your response. 1000

**Tab 11 Exceptions to UWM Contract Terms and Conditions**

List any exceptions to UWM’s Contract Terms and Conditions and provide under a tab labelled as Tab 11. Note that contract terms or conditions not set forth in this section may not be negotiated or



accepted. Specific objections or additions must be listed. It is insufficient for the Proposer to cite to a document or incorporate a document by reference or attach a contract.

Under no circumstances will UWM sign Proposer’s contract or document.

Acceptance of any contract terms or conditions proposed is at the sole discretion of UWM

**Tab 12 Financial Proposal – Exhibit E**

Complete Exhibit E as indicate in Section 3.11 and provide under a tab labelled as Tab 12 or your response.

Full points will be given to the proposer who is offering the highest revenue. All other Proposer(s) will receive points based on a calculation that computes the relative difference of each Proposal against the lowest cost.

Total points of proposers may be weighted by 105% to allow for a 5% preference to a certified minority business enterprise under s. 16.75(3m), Wis. Stats.

**Tab 13 Additional Information**

Provide any additional information you feel is pertinent under a Tab labelled Tab 13 of your response.

**5.0 PROPOSAL SELECTION AND AWARD PROCESS**

The evaluation and selection of a Proposer and the contract will be based on the information submitted in Proposer’s Proposal plus references and any required on-site visits or verbal interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

**5.1 Preliminary Evaluation**

The Proposals will be reviewed initially to determine if the Mandatory Requirements are met. Failure to meet the Mandatory Requirements will result in rejection of the Proposal. In the event that all Proposers do not meet one or more of the Mandatory Requirements, UWM reserves the right to continue the evaluation of the Proposals and to select the Proposal which most closely meets the requirements specified in this RFP.

**5.2 Proposal Scoring**

Accepted Proposals will be reviewed by an Evaluation Committee (“Committee”), consisting of members who have been selected because of their professional expertise and knowledge of the service(s) that are the subject of this RFP. Proposers may not contact members of the Committee except at the RFP Manager’s specific direction.

The Committee will score all accepted Proposals against the criteria stated herein. Proposals from Certified Minority Business Enterprises (“MBE”) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The Committee’s scoring will be tabulated and Proposals ranked based on the numerical scores received. The Committee may review references and use the results in scoring the Proposals.

**5.3 Cost Proposal Scoring**

The cost Proposals will be calculated with the most points awarded to the Proposal offering the highest revenue generated using the items listed in Section 6.11. Other cost Proposals will be assigned points that correlate to those assigned to the lowest cost Proposal.

The selected methodology will be available at the Proposal opening or by calling the RFP contact person identified in Section 1.5.

**5.4 Evaluation Criteria**

The Proposals will be scored using the following criteria:

<u>DESCRIPTION</u>	<u>PERCENT</u>	<u>POSSIBLE POINTS</u>
Organization Capabilities (Tab 6, Exh. F)	25%	250
Textbook Affordability (Tab 7)	20%	200
Store On-Campus Facility (Tab 8)	10%	100
Plan for Use of Technology (Tab 9)	10%	100
Financial Proposal (Exh. E)	35%	350
Total:	100%	1,000

**5.5 Verbal Presentation/Interview of Top Scoring Proposers**

Top scoring Proposers or all Proposers, based on an evaluation of the written Proposal will be required to participate in an oral presentation/interview to support and clarify their Proposals. UWM will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Proposer. Failure of a Proposer to participate on the date scheduled may result in rejection of the Proposer's Proposal. UWM reserves the right to make the determination as to the highest-ranked Proposals based on quality points alone (excluding points associated with the Cost Proposal).

RFP committee members will be allowed to amend their scores, after the verbal presentation. The verbal presentation, in itself, will not be scored.

These events cannot be used as an opportunity to alter Proposals submitted.

**5.6 Award and Final Offers**

UWM will compile the final scores for each Proposal. The Award will be granted in one of two ways. The Award may be granted to the highest scoring responsive and responsible Proposer. Alternatively, UWM reserves the right to request one or more respondents to a Best and Final Offer (“BAFO”) process. BAFOs may be used when no single response addresses all the specifications, when the costs submitted by all bidders are too high, when two or more bidders are virtually tied after the evaluation process, or when all bidders submitted responses that are unclear or deficient in one or more areas. If a BAFO is utilized, Proposers may be required to submit revisions to the RFP response. UWM will send out a BAFO request to invited respondents that will set forth the areas of the Proposal to be covered, and the date and time by which the BAFO must be returned. All respondents will be treated equally and no information will be transmitted from one respondent about the other respondent’s offer during the process. UWM reserves the right to apply additional criteria not listed in the original RFP to the BAFO process, but any additional criteria will be disclosed to Proposers in the BAFO request. Proposers should not expect that a BAFO will be requested.

**5.7 Award Statement**

The contract will be awarded to the highest scoring Proposer providing contract negotiations are successful and the Vice Chancellor for Student Affairs agrees to move forward with the procurement. If the decision is made to not move forward with the highest scoring Proposer, this request for proposal will not be awarded.

**5.8 Notification of Intent to Award**

All Proposers who respond to this RFP will be notified in writing of UWM’s intent to award the Contract as a result of this RFP.

After Notification of Intent to Award is made, and under the supervision of University staff, copies of Proposals will be available for public inspection, in whole, with the exception of any and all materials deemed to be confidential and proprietary information on the attached Form DOA-3027.

Copies of the accepted Proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at the University of Wisconsin – Milwaukee, Purchasing Department, Engelmann Hall, Room 180, 2033 E. Hartford Avenue, Milwaukee, WI 53211. Proposers must schedule reviews with the RFP Manager prior to inspecting accepted Proposals.

**5.9 Appeals Process**

The appeals process applies only to those solicitations for contractual services that result in a Contract greater than \$50,000. Notices of Intent to Protest and protests must be made in writing to University of Wisconsin - Milwaukee. Protestors should make their protests as specific as possible and should identify the Wisconsin State Statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written Notice of Intent to Protest the Notice of Intent to Award a Contract must be filed with:

Joan Aguado Ware, Director of Purchasing  
University of Wisconsin - Milwaukee  
Purchasing Office, Business & Financial Services  
P.O. Box 777  
Milwaukee, WI 53201

and received in her office no later than five (5) business days after the Notice of Intent to Award is issued.

The actual written protest must be received in her office no later than ten (10) business days after the Notice of Intent to Award is issued.

The decision of the University of Wisconsin - Milwaukee may be appealed to the Secretary of the Wisconsin Department of Administration within five (5) business days of issuance, with a copy of such appeal filed with the University of Wisconsin - Milwaukee. The appeal must allege a violation of a Wisconsin State Statute or a Provision of the Wisconsin Administrative Code.

**6.0 UWM CONTRACT TERMS AND CONDITIONS**

The Successful Proposer agrees to enter into a contract prepared by UWM, the material terms of which are those set forth in Addendum A. Any exception to UWM's Contract Terms and Conditions, or any contract terms or conditions proposed by the Proposer must be provided in Tab 10 of the Proposal response. Specific objections or additions must be listed. It is insufficient for the Proposer to cite to a document or incorporate a document by reference.

Under no circumstances will UWM sign Proposer's contract or document.

Any contract term or condition not set forth in the Proposer's Response will not be negotiated or accepted. Even if an exception is set forth in Proposer's Response, acceptance of the exception will be at the sole discretion of UWM.

**7.0 RFP TERMS AND CONDITIONS (Process for the RFP)**

The terms and conditions applying to this RFP are set forth in Addendum B attached to this RFP.

Exhibit A

**Certification of Compliance**

The undersigned had included all documents necessary to be responsive listed on the cover sheet.

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

The undersigned has legal authority to bind the Proposer to this RFP.

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

The undersigned certifies that the information I have provided in this Proposal is true and I understand that any false, misleading or missing information may disqualify the Proposal.

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

The undersigned claims minority bidder preference (Wis. Stats. s. 16.75(3m)). Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702 (608) 267-9550.

Yes  No

The undersigned bidder is a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Yes  No

Wis. Stats. 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. Materials covered in our bid 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

The undersigned certifies that in connection with this procurement, the prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; that unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition; that each person signing this Proposal certifies that: S/he is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein and that S/he has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or) S/he is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

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

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

The Proposer certifies by submission of the Proposal 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.

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

The undersigned and the respondent will comply with all terms, conditions and specifications set forth in this RFP.

Yes  No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

Name of Authorized Company Representative (Type or Print)		Title:		Phone ( )	
				Fax ( )	
				Email:	
Signature of Above	Date	DUNS #:	Federal Employer Identification No.	Social Security No. if	

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

Exhibit B

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # \_\_\_\_\_ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/Proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/Proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/Proposal response may mean that all information provided as part of the bid/Proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/Proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

Date \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

# Exhibit C

STATE OF WISCONSIN  
DOA-3477 (R05/98)

Bid / Proposal # \_\_\_\_\_

Commodity / Service \_\_\_\_\_

## VENDOR INFORMATION FORM

### Company and Contact Information

<b>Company Name:</b>				
<b>Company Website</b>				

### Contact for questions regarding this Proposal

<b>Name:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Contract Renewals / Problems

<b>Name:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Sales Representative

<b>Name:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Ordering / Expediting

<b>Name:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Returns

<b>Name:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Invoice Information

<b>Name:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Affirmative Action (see Exhibit A, UWM's Contract Terms and Conditions)

<b>Name:</b>					
<b>Address:</b>					
<b>City/State/Zip:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

### Supplier Diversity Reporting (see Exhibit A, UWM's Contract Terms and Conditions)

<b>Name:</b>					
<b>Address:</b>					
<b>City/State/Zip:</b>					
<b>Telephone:</b>		<b>Fax</b>		<b>Email</b>	

This document can be made available in accessible formats to qualified individuals with disabilities.

**Exhibit D**

STATE OF WISCONSIN  
DOA-3478 (R12/96)

RFP # \_\_\_\_\_

**VENDOR REFERENCES**

Fill out the information below for all organizations and/or clients with whom the Proposer has done business with clients who demonstrate similar business needs to those specified in this RFP.

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Provide brief description of the project, assignment, or service(s) involved in the business relationship:

\_\_\_\_\_

Fill out the information below for all organizations and/or clients with whom the Proposer has done business with clients who demonstrate similar business needs to those specified in this RFP.

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Provide brief description of the project, assignment, or service(s) involved in the business relationship:

\_\_\_\_\_

Fill out the information below for all organizations and/or clients with whom the Proposer has done business with clients who demonstrate similar business needs to those specified in this RFP.

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Provide brief description of the project, assignment, or service(s) involved in the business relationship:

\_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

## Exhibit E

### FINANCIAL PROPOSAL SHEET\*

You must answer completely questions 1-6 according to the directions set forth in section 3.11.

**1. MINIMUM ANNUAL GUARANTEE:**

	<b>MINIMUM ANNUAL GUARANTEE</b>
Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

**2. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:**

**3.**

	<b>PERCENTAGE OF COURSE MATERIALS SALES</b>	<b>PERCENTAGE OF OTHER SALES (If Any)</b>
Year 1 (%)		
Year 2 (%)		
Year 3 (%)		
Year 4 (%)		
Year 5 (%)		

Note: The Contractor shall pay UWM the greater of the Minimum Annual Guarantee or the Commission as a Percent of Commissionable Sales.

**4. FIXTURE AND EQUIPMENT INVESTMENT- (Moveable Fixtures and Equipment):**

\$ \_\_\_\_\_

(Note: There will be no payback provision for moveable fixtures and equipment in the event of expiration, termination, or non-renewal of the contract.)

**5. FACILITY INVESTMENT- (Capital Investment in the Facility):**

\$ \_\_\_\_\_

(Note: Subject to 5-year depreciation schedule.)

**6. ADDITIONAL FINANCIAL INCENTIVES (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, Miscellaneous/Other Financial Contributions, etc.):**

	<b>ADDITIONAL FINANCIAL INCENTIVES</b>
Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	



**Exhibit E**

**7. MONTHLY UTILITIES PAYMENT. (Note: UWM will invoice the contractor on a monthly basis for the actual utilities expense.):**

	MONTHLY UTILITIES PAYMENT
Year 1 (\$)	Actual Utilities Expense
Year 2 (\$)	Actual Utilities Expense
Year 3 (\$)	Actual Utilities Expense
Year 4 (\$)	Actual Utilities Expense
Year 5 (\$)	Actual Utilities Expense

**COOPERATIVE PURCHASE INQUIRY**

Would your firm be willing to extend any contract that may result from this proposal to other UW-System campuses?

Yes  No

If “yes”, indicate the factors needed to relate the scope of this contract to the engagement of another campus. Also note the volume of sales reached by another user, which would impact the commission or minimum guarantee of UW-Milwaukee’s contract. Additional page may be attached, if necessary.

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Please be advised that the award of this request for proposal is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other UW System Campuses, each campus will be responsible for issuing and administering its own contract.

\*Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.

**Exhibit F**

**VIRTUAL COURSE MATERIALS STORE  
REQUIRED SALES PROJECTIONS FORM**

**SALES PROJECTIONS:**

	<b>COURSE MATERIALS SALES</b>	<b>OTHER SALES (If Any)</b>	<b>TOTAL SALES</b>
Year 1 (\$)			
Year 2 (\$)			
Year 3 (\$)			
Year 4 (\$)			
Year 5 (\$)			

## Attachment A

### UWM's Contract Terms and Conditions

- a. **Term.** The term of this Contract shall commence on or about 8/1/15 with transition to the Virtual Store to be completed by 11/1/15. 11/1/15 will be the date used for calculating the start of the five-year term. This term will expire on 10/31/20, unless earlier terminated as set forth herein. UWM may extend the Contract up to two additional one-year renewal terms.
- b. **Integration.** The following documents shall constitute the entire agreement between UWM and Contractor with respect to the subject matter set forth herein: (1) this Contract, including documents incorporated by reference; and (2) any UWM-issued purchase order; (3) RFP#D15-048-O; (4) Supplier's response to RFP#D15-048-O. This Contract supersedes all prior Proposals, understandings and all other documents, oral and/or written, between the parties. In the event of any conflicts or disputes among the documents constituting the Contract, the order of priority to resolve those conflicts shall be the order the documents are listed above. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties. UWM shall not be bound by any terms and conditions included in Supplier's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.
- c. **Contract Administration.** The contract administrator is the RFP Manager. Any correspondence must include reference the RFP number and be sent to the Contract Administrator. The Contract Administrator is authorized to give the approvals required under this contract on behalf of the University. The day-to-day operations are to be handled by Scott Peak, [speak@uwm.edu](mailto:speak@uwm.edu) or 414-229-6738.
- d. **Assignment of Personnel.** UWM reserves the right to interview and approve any personnel assigned under this Contract. Should UWM in its sole discretion become unsatisfied with assigned personnel, UWM may request a replacement and Supplier shall replace assigned personnel. UWM retains the right to interview and approve any subsequent personnel to provide services under this Contract.
- e. **Insurance.** Contractor shall at all times maintain the following insurance requirements. Any subcontractor used during the build out of the Virtual Store space must carry the same amount of coverage. Coverage may be negotiated, after completion of the build out.

<u>Coverage Type</u>	<u>Minimum Limit</u>
Worker's Compensation	Statutory Limits
• Each Accident	\$100,000
• Disease - Policy Limit	\$500,000
• Disease - Each Employee	\$100,000
Commercial General Liability	
• General Aggregate & Products Liability	\$2 million
• Each occurrence	\$1 million
Automobile Liability	
• Combined single limit	\$1 million
Additional Insured Provision:	
• 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 liability policy.	
Other:	
• Contractor and any subcontract used shall provide proof of such coverage (in the form of policy endorsements or by certificates of insurance that indicate that the holder of the certificate can rely on the representations contained therein and that the certificate confers/extends coverage to the named certificate holder), and proof of current premium payment thereof no less than 10 days prior to the signing of the Contract.	
• The policy must be issued with a 60 day cancellation notice, by 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.	

## Attachment A

- f. **Hold Harmless.** Contractor shall protect, defend, indemnify and hold UWM, its officers, employees, agents, contractors and invitees harmless against any 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, its officers, directors, agents or employees or contractors, in prosecuting work under this agreement.
- g. **Notices.** Notices shall be in writing and shall be deemed to have been delivered upon (i) personal delivery, (ii) as of the second business day after mail by US Mail, or (iii) upon next business day if delivered by Federal Express or similar overnight delivery system, or on the same business day if by facsimile or email addressed as follows:

If to UWM:

Donna J. Lumsden  
UW-Milwaukee Purchasing  
2033 E. Hartford Avenue, Suite 180  
Milwaukee, WI 53211

Or to such other address or to such other person as a party may designate for such purpose.

- h. **Extending Contract to Other UW-System Campuses: Additional Items/Services:** See language on the Financial Proposal Exhibit and complete as appropriate. The award of this request for proposal is NOT contingent upon your agreement to the above request.
- i. **Independent Contractor.** The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of UWM or the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.
- j. **Subcontracting.** Neither party shall assign or subcontract any of its rights, duties, or obligations under the Contract without the express written consent of the non-assigning party.
- k. **Prime contractor.** The prime contractor shall be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Contractor must clearly explain their participation. Any subcontractor must maintain the same level of insurance coverage as noted in "h" above. Proof of such coverage will be required.
- l. **Termination.** Termination may occur:
  - i. By UWM, for its convenience by providing 150 days written notice. The Successful Contractor shall provide commissions or guaranteed payments to UWM within 30 days of contract termination.
  - ii. By UWM or Contractor, if the opposite party fails to perform under the terms of this Contract. In such event, the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the aggrieved party shall then have the right to terminate this Contract immediately. Performance failure can be defined as, but not limited to: failure to provide deliveries, ongoing poor customer service, late payments to the University or failure to provide any of the Terms, Conditions or Specifications. The Contractor shall provide commission or guaranteed payments to UWM within 30 days of contract termination.
- m. **Waiver.** The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.
- n. **Choice of Law.** The laws of the State of Wisconsin shall govern, including its conflict of laws principles. Any claims arising shall be brought in the Milwaukee County Circuit Court or federal court sitting in the eastern district the State of Wisconsin and each party submits to the personal jurisdiction of such courts. In the event of a breach of the Contract, the non-breaching party shall be entitled to assert all of its rights and remedies in law or equity, including, but not limited to, injunctive relief.
- o. **Severability.** If any term, condition, or provision in the resulting Contract is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render

## Attachment A

the provision enforceable, and if no feasible interpretation would save such provision, the parties shall use their best efforts to agree to such amendments that shall preserve, as far as possible, the intentions expressed in the Contract.

- p. **Tax exempt status.** UWM is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- UWM 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. UWM 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.
- q. **Compliance with Law.** 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. UWM reserves the right to cancel this contract if the Contractor fails to follow the requirements of s.77.66, Wis. Stat, and related statutes regarding certification for collection of sales and use tax. UWM also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- r. **Antitrust Assignment.** The Contractor and UWM recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by UWM. Therefore, the Contractor hereby assigns to UWM any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- s. **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 UWM.
- t. **Nondiscrimination/Affirmative Action:** In connection with the performance of work under this contract, 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.
- 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 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.
- 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.
- 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.
- u. **Patent Infringement:** The Contractor selling to UWM 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 UWM or 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.
- v. **Safety Requirements:** All materials, equipment, and supplies provided to UWM must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- w. **Cancellation:** UWM reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Propose to comply with terms, conditions, and specifications of this contract.
- x. **Vendor Tax Delinquency:** Contractors who have a delinquent Wisconsin tax liability may have their payments offset by UWM or the State of Wisconsin.

## Attachment A

- y. **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 UWM 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.
- z. **Promotional Advertising/News Releases:** Reference to or use UWM, 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. 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.
- aa. **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.
- bb. **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.
- cc. **Dual Employment:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- dd. **Employment:** The Contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- ee. **Conflict of Interest:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- ff. **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- UWM shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/Proposal held by the contractor. The Contractor shall retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made to include any renewal periods.
- gg. **Travel Per Diems.** All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor's by UWM shall not include an additional amount for this purpose.
- hh. **Service in the United States.** The State of Wisconsin requires purchased contractual services to be performed in the United States. Some exceptions apply, including procurements subject to the conditions of the World Trade Organization Government Procurement Agreement and those listed in (Wis. Stats. 16.705 (1r)). Subject to these exceptions, Contractor warrants that the services provided to the University under this contract will be performed in the

## **Attachment A**

United States. The inability to perform required services in the United States shall be grounds for disqualifying your Proposal for this contract.

- ii. **Performance Meetings.** Contractor must be available to meet as required with UWM's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement.

## UWM's Terms and Conditions for the RFP (Process for the RFP Process)

**a. Incurring Costs**

UWM is not liable for any cost incurred by Proposers in replying to this RFP. Elaborate Proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

**b. Multiple Proposals**

Multiple Proposals from a vendor will be permissible; however, each Proposal must conform fully to the requirements for Proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

**c. Amending a Proposal**

A Proposer desiring to amend its Proposal before the RFP due date may do so by filing an amended Proposal at the address set forth in Section 3.2. All conditions and provisions of the original Proposal will be in effect.

**d. Withdrawal of Proposal**

Proposals shall be irrevocable until RFP award unless the Proposal is withdrawn. Proposers may withdraw a Proposal, in writing, at any time up to the Proposal closing date and time. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

**e. Reasonable Accommodations**

UWM 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 at a Proposal opening/vendor conference, contact the RFP Manager set for herein at uwmbids@uwm.edu.

**f. Right to Reject Proposals and Negotiate Contract Terms**

UWM reserves the right, in its sole discretion, to reject any and all Proposals for any reason. As more specifically set forth in Section 2 of RFP, UWM may negotiate the terms of the Contract, including the Award amount, with the selected Proposer prior to entering into a Contract. If Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the agency may negotiate a Contract with the next highest scoring Proposer.

**g. Supplier Diversity**

**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 shall furnish information at least once per year, in the format specified by the University, about its purchases (including dollar amounts) from Wisconsin certified MBEs, and additional efforts made to achieve this goal.

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.

**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



## Attachment B

subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

**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.

### **h. 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:

Register for a bidders list for commodities/services that the vendor wants to sell to the state.

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).

Receive an email notification of addendums/amendments relative to the RFB or RFP.

Only vendors registered, with a valid email address, at the time the RFB or RFP is posted will receive email notifications of addendums/amendments. Vendors who obtain the RFB or RFP from a third party; through the public notice website; or other means assume responsibility for checking for updates to the RFB or RFP.

### **i. Reference Checks**

UWM reserves the right to contact or visit any party not listed as a reference that has previously used or is presently using similar products or services. UWM also reserves the right to use other sources to obtain or verify information about the proposed products and services.

UWM further reserves the right to request supplementary information deemed pertinent to assure Proposer's competence, business organization, and financial resources are adequate to successfully perform.

### **j. Disclosure of Independence and Relationship**

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

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

### **k. Acceptance of Bid/Proposal Content**

The contents of the Proposal of the Successful Proposer will become contractual obligations if procurement action ensues.

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. UWM shall be the sole judge of equivalency. Proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their Proposal.

### **l. Unfair Sales Act**

Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

**m. 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. UWM further reserves the right to waive any mandatory requirement if no proposers are able to comply with the requirement.

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.

**n. Debarment**

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all sub recipients 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.

**o. 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.

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

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.

**p. Background Checks of Contractors and Contractor’s Employees**

This contract is contingent upon Proposer supplying workers who have passed a criminal background check 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, Proposer (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 Proposer (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Proposer 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.

## ATTACHMENT C

### ATTACHMENT - UWM-Milwaukee DATA SECURITY TERMS AND CONDITIONS

#### **University Data Definition**

University Data is defined as any data or information that CONTRACTOR creates, obtains, accesses (via records, systems, or otherwise), receives (from University or on behalf of the University), or uses in the course of its performance of the contract which may include, but not be limited to: social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 CFR Parts 160 & 164 "the HIPAA Privacy Rule"), collectively referred to as "HIPAA", the Gramm-Leach-Bliley Act, Public Law No: 106-102, Wisconsin state statute 134.98 or any other applicable federal or Wisconsin law or regulation.

#### **Data Sharing**

Except as otherwise specifically provided for in this Agreement, the CONTRACTOR agrees that University data will not be shared, sold, or licensed with any third-party, with the exception of approved sub-contractors, without the express approval of the University through a data protection agreement.

CONTRACTOR will require any and all approved subcontractors it uses on the project to adhere to the same responsibilities and restrictions regarding University data.

The CONTRACTOR certifies that only employees of the company or approved contractors will be granted access to University data. Access to University Data must be strictly controlled and limited to staff assigned to this project on a need-to-know basis only.

#### **Data Transmission**

The CONTRACTOR agrees that any transfer of data between the University and the CONTRACTOR or within the CONTRACTOR's computing environment will take place using encrypted protocols such as SSL, step or scup.

The CONTRACTOR certifies that all data backups of the University's data will be stored and maintained in an encrypted format using at least a 128 bit key.

#### **Notification of Incidents**

The CONTRACTOR agrees to notify the University when any CONTRACTOR system that may access, process, or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. The CONTRACTOR further agrees to notify the University within twenty-four (24) hours of the discovery of the unintended access by providing notice via email to infosec@uwm.edu

CONTRACTOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification, both verbally and in writing, but in no event more than two business days after Contractor reasonably believes a breach has or may have occurred. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the University of Wisconsin and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Confidential Information accessed, used or disclosed, (iii) the person(s) who accessed, used and disclosed and/or received Confidential Information (if known), (iv) what service has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action service has taken or will take to prevent future unauthorized access, use or disclosure. Contractor must contact UWM prior to public announcement of breach or unauthorized disclosure of UWM data.

#### **Security Incident Investigations**

In order to ensure the ability to investigate security incidents, the CONTRACTOR agrees to retain all authentication logs for a minimum of three (3) months from the creation of such logs.

Contractor agrees to provide the University with the name and contact information, including phone number and email address, of at least one security contact who will respond to the University in a timely manner, dependent on criticality.

### **Intellectual Property**

The CONTRACTOR acknowledges that all content uploaded to the Contractor service, or made accessible to the Contractor's systems or personnel remains the intellectual property of the University or the individual providing the content as defined by existing regulation and University policy.

### **General Data Protection**

The CONTRACTOR agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution and not for any other purpose. This shall include not examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). The CONTRACTOR may use aggregate statistics on service usage in order to enhance or optimize the functionality of the service. The phrase 'University data' includes data uploaded by users of the service and communications between the user, the University, and the CONTRACTOR.

Upon contract termination for whatever reason, Contractor shall provide a complete and secure (i.e. encrypted and appropriately authenticated) download file of UWM data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

Such file must be provided within 30 days of contract termination and at no additional expense to UWM

### **Disaster Recovery**

CONTRACTOR agrees to maintain its disaster recovery program and notify UWM of any material changes made to such program and any changes that impact UWM's use of the system. CONTRACTOR's disaster recovery program description will be updated annually. CONTRACTOR agrees to participate and cooperate with UWM's business continuity/disaster recovery tests, at UWM's request and as mutually agreed.

CONTRACTOR shall be responsible for providing disaster recovery services when UWM is denied access for more than fifteen minutes to its data and programs necessary to provide the Services. CONTRACTOR shall maintain the capability to resume provision of the Services from an alternative location, and via an alternative telecommunications route, in the event of a disaster that renders CONTRACTOR's data center unusable or unavailable to UWM. CONTRACTOR's failure to restore the Services within fifteen minutes of the initial disruption to service, or CONTRACTOR's declaration of more than two (2) disasters in any twelve month period, shall be a material default..

### **Disaster Recovery Backup**

CONTRACTOR shall provide off-site storage on a daily basis of all backup materials produced in whole or in part in connection with or related to the performance by CONTRACTOR of its obligations hereunder. CONTRACTOR and UWM agree that the recovery point objective of shall be fifteen minutes immediately prior to the disaster event. CONTRACTOR shall include the recovery point objective in its disaster recovery plans as well as include in its disaster recovery testing the recovery point objective and provide the results to UWM.

### **Malware**

CONTRACTOR represents that all services to be provided under this agreement shall be provided in conformity with ongoing current commercial best practices with respect to the security and integrity of the storage and management of UWM's data including the use of techniques and practices that deploy on a 24-hour per day/7 days per week basis of the most current upgrade of enterprise malware detection and prevention service.

### **Authentication**

CONTRACTOR represents that all services to be provided under this agreement shall only be accessible through the use of SAML authentication.

### **ISO Certification**

The CONTRACTOR represents that all services to be provided by the CONTRACTOR or subcontractor thereof under this agreement shall be in substantial compliance with the requirements of ISO 27001/27002 as evidenced by certification or a third party attestation.

### **Data protection after contract termination**

Upon termination, cancellation, expiration or other conclusion of the Agreement, all University data will be either returned to the University or destroyed as indicated by the University at the time of conclusion. Destruction must be certified by an email from the Contractor.



## FACT SHEET 2014 ACADEMIC YEAR

### ABOUT UWM

As Wisconsin's premier public urban institution, UW-Milwaukee enjoys a growing international reputation for excellence in research, teaching, community engagement and entrepreneurship.

On an operating budget of \$689 million, UWM educates nearly 28,000 students and is an engine of innovation for Southeastern Wisconsin.

Based on overall academic excellence and student reviews, the Princeton Review recently named UWM a "2014 Best in the Midwest" university. Inclusion in the 2011 Shanghai Academic Ranking of World Universities signifies that UWM is one of the world's best international research universities.

### DEGREE PROGRAMS

188 programs offered:

- 94 bachelor's degree programs
- 60 master's degree programs
- 34 doctoral degree programs

### 2013-14 TUITION & FEES

#### Undergraduate

\$9,300 for Wisconsin residents  
 \$12,929 for Minnesota residents  
 \$13,346 for MSEP\* students  
 \$19,029 for residents of other states

#### Graduate

\$11,596 for Wisconsin residents  
 \$16,217 for Minnesota residents  
 \$24,061 for residents of other states

### ENROLLMENT 2013-14

**Total:** 27,813  
**Undergraduate:** 23,031  
**Graduate:** 4,782  
**Women:** 14,551  
**Men:** 13,262

UWM students come from 49 states, D.C., U.S. Virgin Islands, Puerto Rico and overseas military bases. **1,300+** international students represent 83 countries.

### ENROLLMENT TRENDS

The 2013-14 freshman class is UWM's most diverse ever.

- More than 30% of new freshmen are students of color – a 6% increase from last fall.
- The UWM Honors College is enjoying record enrollment of more than 700 admitted students in 2013-14.
- 35% of students are enrolled in at least one online or blended course.
- 6% of students are enrolled in online classes on a full-time basis.
- With 1,400 enrolled veterans, service members and their dependents attending UWM this year, we're proud to educate more of those who have served than any other university in Wisconsin.

*\*MSEP students attend UWM at reduced tuition from the following states: Illinois, Indiana, Kansas, Michigan, Missouri, Nebraska, North Dakota.*

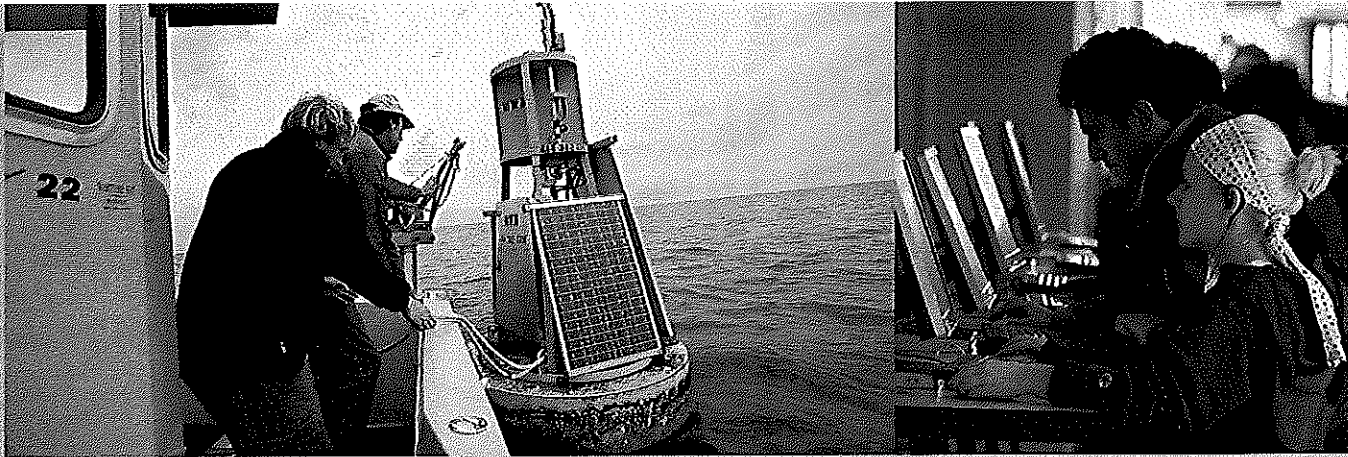


### SCHOOLS & COLLEGES

School of Architecture & Urban Planning  
 Peck School of the Arts  
 Lubar School of Business  
 School of Continuing Education  
 School of Education  
 College of Engineering & Applied Science  
 School of Freshwater Sciences  
 Graduate School  
 College of Health Sciences  
 School of Information Studies  
 College of Letters & Science  
 College of Nursing  
 Joseph J. Zilber School of Public Health  
 Helen Bader School of Social Welfare

UNIVERSITY of WISCONSIN  
**UWMILWAUKEE**  
 POWERFUL IDEAS | PROVEN RESULTS





## OUR CAMPUS

The State of Wisconsin continues to invest in capital projects that expand the impact of UWM's research, teaching and entrepreneurship in established and emerging fields. Foremost among them are several key construction projects worth more than \$300 million.

These expansion projects and key off-site UWM properties include:

- The new \$55 million School of Freshwater Sciences research facility, being constructed at UWM's Harbor campus, is due to be completed in fall 2014.
- The Innovation Accelerator at our 80-acre Innovation Campus on the Milwaukee County Grounds. Faculty, academic and corporate partners will occupy the new building beginning in early 2014.
- The Kenwood Interdisciplinary Research Complex, which will serve as a gateway to UWM's main East Side campus and a major hub of research activity in STEM and related fields. Construction to be completed in 2015.
- The Downtown UWM/City of Milwaukee joint public-health campus, which is home to the state's only dedicated school of public health, the Joseph J. Zilber School of Public Health.

## FACULTY AND STAFF

- Faculty/instructional staff: 1,726
- Academic staff: 1059
- Classified staff: 1,028
- Total: 3,813

## THE UWM IMPACT

The university's recent expansion includes new academic and research facilities, including Innovation Campus on the Milwaukee County Grounds, and the creation of the Joseph J. Zilber School of Public Health and the only School of Freshwater Sciences in the United States.

## EXTRAMURAL GRANTS

\$55 million in research expenditures in 2013. Research expenditures have increased more than 160% since 2000.

## INTERNATIONAL UWM

With a growing international reputation and population of students, faculty and staff, UWM offers instruction in 20 world languages, hosts international-affairs programming that reaches more than 14,000 people yearly and fosters an expanding network of academic, corporate and research partnerships that span the globe.

## UWM ALUMNI ASSOCIATION

UWM has more than 146,000 living alumni—64% of them still residing in Wisconsin. In a recent survey of alumni who earned bachelor's degrees from UWM:

- 96% were satisfied with their educational experience at UWM.
- 92% were Wisconsin residents (the highest percentage of all 13 UW System four-year universities).

## UWM FOUNDATION

The UWM Foundation receives private donations to support scholarships, research, and programs of excellence and outstanding achievement. Assets have grown from \$17,065 in 1974, when the Foundation was established, to more than \$192 million today.

Subsidiary foundations include the UWM Research Foundation and the UWM Real Estate Foundation. The Research Foundation supports research and innovation at UWM through scholarship and grant funding, and the facilitation of university-corporate partnerships. The Real Estate Foundation develops and holds real estate for the benefit of the university, including the LEED Gold Certified Cambridge Commons residence hall, the Northwest Quadrant and the UWM Innovation Campus on the Milwaukee County Grounds.

## 2013-14

### OPERATING BUDGET

State appropriations:

\$119,723,600 (17.1%)

Operations receipts:

\$309,862,100 (44.4%)

Federal aid, grants & contracts:

\$255,453,400 (36.6%)

Gift fund income:

\$13,165,100 (1.9%)

**TOTAL: \$698,204,200**

This publication may be requested in accessible format.