

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**

University of Wisconsin Milwaukee Purchasing Office

**Mail To:**

P.O. Box 777  
 180 Millwaukee, WI 53201

**Deliver To:**

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

**SIMPLIFIED REQUEST FOR PROPOSAL**  
 THIS IS NOT AN ORDER

PROPOSER (Name and Address)

Remove from proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Simplified Request for Proposal # **J15-001-RFPQ**. Late proposals will 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 dated 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. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than <b>November 10, 2014</b>	Public Opening <input checked="" type="checkbox"/> No Public Opening <input type="checkbox"/>
--	--

Responsible Purchasing Agent: Pamela Loignon

Email: [uwmbids@uwm.edu](mailto:uwmbids@uwm.edu) Date of Release: October 27, 2014

Description

Consulting Services RFP Process for Creation of Virtual Course Materials Store University of Wisconsin - Milwaukee

**\*\*\*\*\* RESPONDENT MUST CHECK ANSWERS TO THE SIX QUESTIONS BELOW \*\*\*\*\***

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 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

In signing this, the undersigned also certifies that neither bidder nor any person or entity associated with the bidder has, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a quotation; that this quotation has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this quotation has not been knowingly disclosed prior to the opening of quotations to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

Yes  No

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	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)

## 1.0 SCOPE OF SERVICES SOUGHT

### A. Campus Description

The University of Wisconsin – Milwaukee (“UWM”) is a dynamic community and a major research institution consisting of approximately 28,000 students and 4,000 staff members. UWM is located on the northeast side of Milwaukee, near Lake Michigan, in a primarily residential neighborhood. For more information on UWM please visit the following internet address <http://www4.uwm.edu/discover/about.cfm>.

Information on the UWM Bookstore can be found at <http://bookstore.uwm.edu/home.aspx#>.

### B. Current Sales

The current UWM Bookstore (“Bookstore”), is a self-operated enterprise managed through Auxiliary Services and the Division of Student Affairs. The Bookstore experiences significant textbook/course materials competition from online and local booksellers.

- The Bookstore consists of 27,912 square feet. Approximately 77% (21,575 square feet) of the total space is retail space.
- Square Feet Selling Space per FTE Student has remained at 0.9 for the past five years.
- Sales per Square Foot Selling Space was \$348 in Fiscal ’14, and has decreased \$62 (15.1%) since Fiscal ’10.
- The Bookstore generated \$7,571,561 in sales during Fiscal ’14.
- Sales have decreased \$1,323,521 (15%) since Fiscal ’10. Enrollment decreased approximately 7.2% during this same time period.
- Sales per FTE Student was \$324 in Fiscal ’14 and has decreased \$29 (8.2%) since Fiscal ’10.
- Textbooks/course materials accounted for approximately 76% (\$5,696,852) of sales in Fiscal ’14.
- Total Textbook/Course Materials Sales have decreased \$1,718,097 (23.2%) since Fiscal ’10.
- Textbook Sales per FTE Student were \$245 in Fiscal ’14, and have decreased \$51 (17.2%) since Fiscal ’10.

### C. Services Sought

UWM seeks to enter into an agreement with a professional consulting firm to provide support to conduct a Request for Proposal (“RFP”) process in order to outsource course books to a Virtual (online) Course Materials Store, hereinafter referred to as the “Virtual Store”, as outlined in the Objectives of Consulting Process section below.

The specific services sought (“Required Tasks”) are as follows:

1. Assist UWM to determine the textbook service requirements and how a Virtual Store can meet its needs. This shall include the recommendations of possible decision factors for UWM to use in order to evaluate the Virtual Store RFP submittals.
2. Assist in the development of a detailed project timeline in conjunction with UWM; with an estimated contract commencement date of July 1, 2015.
3. Assist UWM as a subject matter expert in the development of the RFP specifications for the Virtual Store that incorporates the appropriate service requirements.
4. Assist UWM in the process of identifying potential RFP Proposers.
5. Assist UWM as a subject matter expert with any necessary follow-up questions that the Proposers should answer.
6. Assist UWM in designing formats for Proposers’ conferences and/or presentations; preparing questions for the same; Responding to question asked by the Proposers; and participate in any Proposers conference(s) that will be held.
7. Review-the submitted RFP Proposals and be available to answer question the RFP evaluation team may have as it proceeds with its evaluation process.

8. The selected Consultant shall serve as a resource for UWM, and for the RFP Evaluation Committee throughout the RFP process.
9. In the event a successful vendor is selected at the conclusion of Virtual Store RFP process, the selected consultant will serve as a resource in the valuation of existing inventory from the UWM Bookstore textbook department.

**D. Timeline**

The length of an RFP process is subject to so many variables that it is difficult to develop a firm timeline. However, the information set forth below constitutes an estimate of the amount of time the average RFP takes from date of issuance to contract start date.

<u>DATE</u>	<u>EVENT</u>
date of issue	Date of issue of the RFP.
date of issue+10 days	Last day for submitting written inquires.
date of issue+15 days	Vendor conference.
date of issue+20 days	Mail notification to vendors of supplements or revisions to the RFP.
date of issue+35 days	Proposals due from vendors.
date of issue+50 days	Interviews by invited vendors.
date of issue+65 days committee.	Demonstrations by invited vendors or on-site visits by evaluation
date of issue+75 days	Notification of intent to award sent to vendors.
date of issue+85 days	Contract start date.

**2.0 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 below (“Material Terms and Conditions”). Any contract terms or conditions proposed by the Proposer must be provided in Tab 6, Contract Terms and Conditions of the Proposal response. 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 Proposal will not be negotiated or accepted. Acceptance of any contract terms or conditions proposed is at the sole discretion of UWM.

UWM’s Contract Terms and Conditions are as follows:

The following are the material terms and conditions:

- a. The Material Terms and Conditions set forth herein shall take precedence over any conflicting terms and conditions also comprising this contract.
- b. 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.
- c. The terms and conditions of DOA-3054, Standard Terms and Conditions (Request for Bids/Proposals) (attached as Exhibit E) shall apply to any contract resulting from this Simplified RFP.
- d. The terms and conditions set forth in DOA-3681, Supplemental Standard Terms and Conditions for Procurement for Services (attached as Exhibit F) shall apply to any contract resulting from this Simplified RFP.
- e. UWM reserves the right to accept the Service Provider, but reject any secondary Service Provider. The Service Provider will have the option of withdrawing its proposal, without penalty, or replacing the rejected secondary Service Provider. A contract will be written with the successful Service Provider.

**3.0 RFP REQUIREMENTS**

**3.1 Communication/Questions**

The only permissible communication regarding this RFP must be posed in writing. Questions concerning this RFP shall be submitted in writing on or before October 31 @ at 12:00 p.m. CST, to the RFP Manager listed below:

Pam Loignon  
Email: uwmbids@uwm.edu

The subject line of the email must be labeled “Simplified RFP J-001-RFPQ -Question.”

**3.2 Additional Information Sought by Proposer**

One of the potential Proposers has had the opportunity to interview UWM employees about current Bookstore Operations when doing a different scope of work. UWM has attempted to disclose any relevant information in this RFP. However, should any potential Proposer desire to interview UWM Bookstore staff to gather information for this RFP, UWM will make staff available for this purpose. In order to keep as close to the published timelines as possible, such a desire must be indicated no later than October 31, 2014. If necessary, an extension to the deadline will be granted.

Moreover, if there is insufficient information upon which the Proposer can develop or quote a fixed fee, it is incumbent upon the Proposer to raise this during the question and answer period. In such an event, UWM may either clarify or change the fee structure to allow for maximum competition.

**3.3 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.

**3.4 Submission of the Proposal**

Proposers must submit one original response and 3 copies to the address below, in addition to one electronic copy (via email to uwmbids@uwm.edu or a flash drive via mail) of all materials required for acceptance of their Proposal no later than November 10, 2014 2 p.m. CDT to:

U.S. Mail	Courier (UPS, FedEx, Dunham, etc.) or by Hand
Pam Loignon University of Wisconsin - Milwaukee Engelmann Hall, Room 180 P.O. Box 777 Milwaukee, WI 53201-0777	Pam Loignon University of Wisconsin - Milwaukee Engelmann Hall, Room 180 2033 E. Hartford Ave Milwaukee, WI 53211

An original plus one (1) copy of the Cost Proposal must be sealed and submitted as a separate part of the Proposal. The outside of the envelope must be clearly labeled with the words “Cost Proposal, RFP #J-001-RFPQ” and name of Proposer and due date. The Cost Proposal is due to the addressee on the due date and time noted above.

**3.5 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.

**3.6 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.

**3.7 Amending a Proposal**

A Proposer desiring to amend its Proposal before the RFP due date may do so by filing an amended Proposal to the same address as the initial Proposal was sent. All conditions and provisions of the original Proposal will be in effect.

**3.8 Proposal Response Held Firm for 90 Days**

Proposer’s response, including pricing, shall remain in full force and effect for at least ninety (90) days from the Proposal due date, unless withdrawn as set forth herein.

**3.9 Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for Proposals.

**3.10 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.

### **3.11 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 [loignon@uwm.edu](mailto:loignon@uwm.edu).

### **3.12 Joint Proposals**

UWM will not allow the use of subcontractors without prior written consent. Proposer may submit a joint Proposal, but there may only be a single Proposal and all persons providing services must be identified in section 5 tab 5. UWM will only sign a single contract and make contract payments to the party signing the contract.

### **3.13 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 or no reason. As more specifically set forth in Section 2 of RFP, UWM may negotiate the terms of the Contract suggested by the Proposer. If Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the agency may negotiate a Contract with the next highest scoring Proposer.

### **3.14 MBE Participation**

With this procurement, the Proposer is encouraged to purchase services and supplies from Minority Business Enterprises (MBEs) that are certified by the State of Wisconsin, Department of Commerce, Bureau of Minority Business Development. UWM may require the Service Provider to meet with the University to identify MBE Subcontractors for the provision of services for this Contract. A list of Certified MBEs and the services and commodities that they provide is available from the RFP Manager. The list is also published on the internet at: [http://www.doa.state.wi.us/mbe/minority\\_search.asp?locid=0](http://www.doa.state.wi.us/mbe/minority_search.asp?locid=0). For more information, call (608) 267-3293.

### **3.15 Verbal Presentation/Interview of Top Scoring Proposers**

Top scoring Proposers based on an evaluation of the written Proposal may be required to participate in an oral presentation/interview to support and clarify their Proposals, if requested by UWM. 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.

### **3.16 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.

#### 4.0 EVALUATION CRITERIA

The Proposals will be scored using the following criteria:

<u>DESCRIPTION</u>	<u>PERCENT</u>
References (Tabs 4)	25%
Examples of Prior Work (Tab 7)	20%
Qualifications and experience of Proposer's key staff (Tab 5)	20%
Ability to timely complete the required tasks (Tab 6)	10%
Contract Terms and Conditions (Tab 8)	10%
<u>Cost Proposal (Tab 9)</u>	<u>15%</u>
Total:	100%

#### 5.0 PROPOSAL FORMAT AND CONTENT

##### **Tab 1 - RFP Cover Sheet (Form DOA-3261)**

Complete and sign the RFP Cover Sheet (Form DOA-3261), page 1 of this RFP. Check the appropriate corresponding box to each of the seven (7) questions. The signed form is highly desired to be submitted with the RFP response.

##### **Tab 2 – Vendor Information Form**

Complete Form DOA-3477, Vendor Information sheet (attached as Exhibit C), in its entirety and provide here.

##### **Tab 3 – Designation of Confidential and Proprietary Information**

If Proposer is designating any information as confidential or proprietary, fill out Form DOA-3027 (attached as Exhibit B) and provide here.

##### **Tab 4 – Vendor References**

Fill out and attach DOA-3478 (R12/96), Vendor References (attached as Exhibit C) for engagements completed of similar type, size, and complexity. UWM is particularly interested in references that involve campus Bookstore consulting associated with the creation of Virtual Textbook Operations.

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 as offered in the Service Provider's RFP Proposal. UWM also reserves the right to use other sources to obtain or verify information about the proposed products and services

##### **Tab 5 – Assigned Personnel**

Identify and provide biographical information and resumes for the individuals who will be performing the work.

##### **Tab 6 –Ability to Timely Complete Required Tasks**

Identify Respondents ability to initiate the work and effectively execute the Required Tasks of the Selected Consultant As part of your response, identify any potential barriers that may prevent meeting UWM's estimated completion date of July 1, 2015.

##### **Tab 7 –Examples of Prior Work**

Please provide examples of Process Outline and Sample Reports your firm has completed for similar engagements.

##### **Tab 8 – Contract Terms and Conditions.**

Indicate whether your firm possesses a contract between a public institution and a service provider for these services that could be used as a contract template in any RFP developed.

Additionally, Proposer must agree to enter into a contract prepared by UWM which includes the Material Terms and Conditions set in Section 2 of this RFP.

If there are additional terms and conditions, they must be specifically listed in this section. It is insufficient for the Proposer to cite to a document or incorporate a document by reference or another contract by reference. If Proposer proposes additional terms and conditions not contained in Section 2, Proposer must fill out and return Exhibit under this Tab, in addition to the proposed terms and conditions. This clarifies that in the event of a conflict with proposed terms and conditions, the Material Terms and Conditions set forth in Section 2 shall prevail.

**Tab 9 – Cost Proposal**

Fill out the Cost Proposal Worksheet, attached as Exhibit G.

The lowest-cost Proposer will received full points (150). All other Proposers will receive points based on a calculation that compares the relative difference of each proposal against the lowest cost.

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

**TAB 8 – Contract Terms and Conditions Response**

Indicate whether your firm possesses a contract between a public institution and a service provider for these services that could be used as a contract template in any RFP developed.

Yes  No

Does Proposer acknowledges that if it has proposed additional terms and conditions, Proposer agrees that the Material Terms and Conditions shall govern in the event of a conflict.

Yes  No



**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**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

Exhibit D

STATE OF WISCONSIN  
DOA-3478 (R12/96)

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

**VENDOR REFERENCES**

Fill out the information below for all organizations and/or clients with whom the Proposer has done business with over the last five (5) years who demonstrate similar business needs to those specified in this RFP.

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

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

Contact Person: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

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.

## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



## Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the sta

Exhibit G – Cost Proposal

The scope of work and services described in this RFP shall be completed for the fixed fee indicated herein.\*

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

\*The fixed fee must include all out-of-pocket expenses, including travel, food, lodging, equipment, overhead, etc.

If there is insufficient information upon which the Proposer can develop or quote a fixed fee, it is incumbent upon the Proposer to raise this during the question and answer period. In such an event, UWM may either clarify or change the fee structure to allow for maximum competition.