|  |
| --- |
|  **University of Wisconsin - Madison** |
| **REQUEST FOR PROPOSAL**THIS IS NOT AN ORDER**OFFICIAL SEALED****PROPOSAL NUMBER: 1X-XXXX** **NO PUBLIC OPENING****ISSUE DATE: XX/XX/XX** **DUE DATE: XX/XX/XX 2:00 PM CST/CDT** | **AGENT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Questions regarding this proposal** – **see Section 2.X****For Submittal Instructions & Proposal Response Format – see Sections 2.2 and 2.3.** |
| Proposal prices and terms shall be firm for sixty (60) days from the date of proposal opening, unless otherwise specified in this Request for Proposal by the UW-Madison Purchasing Services.If **NO BID** (check here) and return. |
| **DESCRIPTION** |
| **TITLE/DESCRIPTION OF PROPOSAL****NOTE TO PROPOSERS:** A **(mandatory) [AGENT: CHOOSE]** Proposer’s Conference will be held at \_\_\_\_a .m./p.m. **[TIME]** on \_\_\_\_\_\_\_\_\_\_\_\_\_**[DATE]** in Room \_\_\_\_\_ **[ROOM#]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[LOCATION].** See Section 2.5 for details.The current contract may be viewed at <http://www.bussvc.wisc.edu/purch/contract/wpxxxx.html>. **[AGENT: CHOOSE]** |

In signing this proposal, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Purchasing Services proposal document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above stated statement is accurate under penalty of perjury. I certify 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.

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.

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.

|  |
| --- |
| COMPANY NAME:  |
| COMPANY STREET ADDRESS:  |
| COMPANY CITY, STATE & ZIP:  |
| SIGNATURE: DATE : |
| TYPE OR PRINT NAME:  |
| TITLE: |
| TELEPHONE NUMBER: ( ) FAX NUMBER: ( ) |
| EMAIL ADDRESS: |
| FEIN NUMBER: DUNS #: |

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**Section #1: General Information**

## 1.1 Purpose

The University of Wisconsin-Madison, hereinafter referred to as the “University”, through its Purchasing Services Department, hereinafter referred to as “Purchasing”, is requesting proposals for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, for the purchase of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**AGENT NOTE: Insert information here about the background leading to the University’s need to purchase the subject goods and/or services, including any current environment descriptions such as physical facility constraints, absolute deadlines, university personnel limitations, etc.**

**Background**

**AGENT NOTE: Add any new sections of general information that might help them understand the nature of the work. This section is intended as general information, and not to contain detailed scope of work information.**

**Scope**

See Requirements and Specifications (Section 4) and/or Cost Proposal Form (Attachment B) for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Cost Proposal Form are for proposal purposes only. The University does not guarantee to purchase any specific quantity or dollar amount. This contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate proposals when deemed in the best interest of the University.

**[AGENT CHOOSE:]**

The University reserves the right to negotiate with any contracted vendor(s) to establish additional discounts and/or lower prices for products determined to meet the requirements of a University-led initiative to set product standards. Contractor vendor(s) **(will) (may) [AGENT choose]** be asked to provide new, lower prices for these standard products and configurations for a limited, fixed term, to fall within the term of the contract resulting from this Request for Bid/Request for Proposal.

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

## 1.2 Organization of this Solicitation Document

 This document is divided into five (5) main sections. The sections also refer to “Attachments” when such organization assists in making this document more fluid. The five (5) main sections are:

 **Section 1** General Information (generally states the intent of the solicitation and submittal instructions)

 **Section 2** Preparing and Submitting a Proposal.

 **Section 3** Terms and Conditions of Contract (contains performance clauses that will become part of any awarded contract).

 **Section 4** Requirements and Specifications (technical and other specifications for the proposal).

 **Section 5** Evaluation and Award of Contract(s) (contains details of the evaluation process).

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## 1.3 Definitions

 The following definitions are used throughout this document:

 **Agent** means UW Madison Purchasing Agentresponsible for this Request for Proposal. Full contact information can be found in Section 2.XX.

 **Contractor** means successful proposer awarded a contract.

 **Department** means UW Madison \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

  **DVB** means Disabled Veteran-Owned Business.

 **MBE** means Minority Business Enterprise.

 **Proposer** means a firm submitting a Proposal in response to this Request for Proposal.

 **Purchasing card** means State credit card.

**Purchasing** means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on UW-Madison campus, located at 21 N. Park St., Madison, WI 53715.

 **RFP** means Request for Proposal.

 **State** means State of Wisconsin.

 **University** and **UW** both mean University of Wisconsin-Madison.

 **WBE** means Woman-Owned Business Enterprise.

## 1.4 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:

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

 1.4.2 Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over $50,000 in their designated commodity/service area(s).

 1.4.3 Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

 1.4.4 Only vendors registered, with a valid e-mail address, at the time the RFB or RFP is posted will receive e-mail 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.

## 1.5 Parking

 University parking is very limited. Each Contractor and/or employee(s) shall make their own arrangements for parking through UW Transportation Services **(website:** [**http://transportation.wisc.edu/parking/parking.aspx**](http://transportation.wisc.edu/parking/parking.aspx)**)** No additional costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and or towed.

## 1.6 Reasonable Accommodations

 The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

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**Section #2: Preparing and Submitting a Proposal**

## 2.1 Applicable Dates

|  |  |
| --- | --- |
| **Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - 2:00 PM CST/CDT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Event**Date of Issue of the RFPWritten questions due**(Mandatory) [AGENT CHOOSE]** Proposer Conference/Site VisitAnswers to Questions Sent to Proposers (Estimated)RFP Due Date (Local Madison Time)Evaluations and Oral Presentations (if needed)Award notificationContract Term Begins |

**AGENT NOTE: Add additional language for specific layout. One (1) paper copy and two (2) CD/DVD/Flash Drive copies of the price list in searchable Excel, Word or PDF format.**

**2.2 Submittal Instructions**

**PROPOSALS MUST BE DELIVERED TO:**

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

**AGENT NOTE: Include instructions for submitting other number of copies of proposal required.**

**NUMBER OF COPIES TO BE SUBMITTED:**

**\_\_\_ (#)** hard copies of the completed proposals, including the signed original, may be mailed, delivered by Proposer, or by a third-party/courier service **in a sealed envelope or package with the RFP number on the outside.   \_\_\_\_ (#) CD/DVD/Flash Drive copies of the proposal must also be submitted**. **[AGENT CHOOSE]**  Proposals must be received and date/time stamped prior to 2:00 p.m. CST/CDT on the stated proposal due date. Proposals not so date/time stamped shall be considered late.  **Late proposals shall be rejected.**

**RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES**

**If hand delivering to Purchasing Services, please come to the *6th Floor Reception Desk in Suite 6101* and c**all 608-262-1526 for assistance.

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

**AGENT NOTE: If accepting fax proposals, be aware of sizeable price lists!**

**AGENT NOTE: Use Agent discretion if fax/e-mail proposals are acceptable**

**FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED. [AGENT CHOOSE]**

**-OR-**

**[AGENT: CHOOSE]**

**If faxing or e-mailing,** the University will accept completed proposals **[faxed to** **(608) 262-4467]** or **[e-mailed to** **bids@bussvc.wisc.edu****]** **[AGENT: CHOOSE]**, provided(i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated proposal due date [**AND (ii) only one copy is required if [faxing or emailing] [AGENT: Choose] or** the number of copies indicated above are mailed or hand delivered to Purchasing Services, **21 N. Park Street, Suite 6101, Madison, WI 53715-1218** **by 2:00 p.m. CST/CDT on the next business day following stated proposal due date.**

Submitting a proposal to any other e-mail address than **bids@bussvc.wisc.edu**does not constitute receipt of a valid proposal by Purchasing Services.  Proof of transmission doesn't constitute proof of receipt.  E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials *(***not typed or electronic signatures***)*, or those pages that require signatures and/or initials must be signed and returned via fax (608-262-4467) and should be received prior to 2:00 p.m. **CST/CDT** on the stated due date.

**VENDOR NOTE: FOR THE PURPOSES OF THE RETURN ADDRESS LABEL, IF THE ADDRESS IS THE SAME AS YOU LISTED ON THE REQUEST FOR PROPOSAL FORM – YOU DO NOT NEED TO FILL OUT THE RETURN ADDRESS LABEL.**

**RETURN ADDRESS LABEL:**

Below is a label that can be taped to the outside of your sealed proposal response. If returning your proposal response by mail or in person, please fill out the information and tape to the outside of your proposal package.

|  |
| --- |
| **PROPOSAL****NUMBER: 1X-XXXX****DUE DATE: XX/XX/XX TIME: 2:00 PM CST/CDT****SHIP FROM:****VENDOR NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SHIP TO:****UNIVERSITY OF WISCONSIN-MADISON****PURCHASING SERVICES****21 N PARK ST, SUITE 6101** **MADISON, WI 53715-1218** |

**2.3 Proposal Response Format**

Proposals should be typed and submitted on 8.5 by 11 inch paper and bound securely. The response should be organized and presented in the following order. Each section should be separated by tabs or otherwise clearly marked. The contents within each tab should reference the section or attachment number assigned in the RFP. Failure to submit as indicated may disqualify your proposal.

**AGENT NOTE: Sample Only. The order of items listed below is agent’s choice to edit. Make sure listed items below pertain to your RFP. Remember to check Section 4 for consistency.**

**Tab 1:**

* Request for Proposal form signed by an authorized representative of proposing company - Cover Page.
* Vendor Information Form, Attachment A.
* Client Reference List, Attachment C.

**Tab 2:** Responses to specifications in Section 4. – Specifications (Sections 4.X – 4.X).

**Tab 3:** Cost Proposal, Attachment B.

**Tab 4:** Other

**RETAIN A COPY OF YOUR PROPOSAL RESPONSE FOR YOUR FILES**

## 2.4 Incurring Costs

 The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

2.5 (Mandatory) [AGENT: CHOOSE] Proposer Conference:

 A **(mandatory) [AGENT: CHOOSE]** Proposer’s Conference will be held at \_\_\_\_a .m./p.m. **[TIME]** on \_\_\_\_\_\_\_\_\_\_\_\_\_**[DATE]** in Room \_\_\_\_\_ **[ROOM#]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[LOCATION]** to respond to questions and to provide any additional instruction to Proposer’s on the submission of their proposal. **Proposer (must) (should) [AGENT: CHOOSE ONE] attend the (mandatory) [AGENT: CHOOSE] Proposer’s Conference in order for their proposal to be considered for an award**. Any changes to the proposal as a result of the Proposer’s Conference shall be issued in the form of an Amendment which will be sent to all recipients of the initial RFP. If you think you need accommodations, contact Agent.

**-AND/OR-**

**AGENT NOTE: If you use the first, second or third choice below, Proposer must visit site or they cannot be considered for award.**

2.6 Mandatory Site Visit:

 Proposer must visit the job site prior to submitting a proposal to assure themselves and the University that they fully understand all requirements of the project. **The mandatory site visit will be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [DATE] at \_\_\_\_\_\_\_a.m./p.m. [TIME] in Room \_\_\_\_ [ROOM#].**  The location for the site visit is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **[LOCATION]** Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** to confirm your attendance at the site visit.Failure to attend a mandatory site visit will disqualify your proposal. In order for your proposal to be considered, the attached Certificate of Site Visitation form (Attachment F), completed by the Proposer and signed by a Purchasing Services representative, should be submitted with your proposal.

**-OR-**

 Proposer must visit the job site prior to submitting a proposal to assure themselves and the University that they fully understand all requirements of the project. **Proposers must attend a Site Visit in order for their proposal to be considered for an award.**  In order for your proposal to be considered, the attached Certificate of Site Visitation form (Attachment F), completed by the Proposer and signed by a Purchasing Services representative, should be submitted with your proposal. Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** and arrange a visit to the job site.

2.6 Optional Site Visit:

 Proposer should visit the job site prior to submitting a proposal to assure themselves and the University that they fully understand all requirements of the project. No additional charges shall be allowed by the Contractor for lack of information or misunderstanding information if the Proposer does not attend the Proposer conference or site visit. Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** and arrange a visit to the job site.

2.7 Oral Presentations, Product Demonstrations and Proposer Location Site Visits (Pre Award)

 The University, at its sole discretion, may require oral presentations, product demonstrations and/or proposer location site visits tovalidate information submitted with theproposals. Failure of a proposer to conduct a presentation on the date scheduled or allow an on-site/proposer site visit may result in rejection of the proposal. These eventscannot be used as an opportunity to alter proposals submitted.

## 2.8 Clarifications and/or Revisions through Designated Contact

 All communications and/or questions in regard to this request **(must) (should)** **[AGENT: CHOOSE ONE]** be in writing and must reference the proposal number. Proposers are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

 If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they have **five (5)** business days **[after the RFP issue date and time] [after the above scheduled proposers conference] [AGENT: CHOOSE ONE]** to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the RFP document.

 ADMINISTRATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Agent Name)**

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: first.last@wisc.edu

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX 608/262-4467

 **[AGENT CHOOSE]**

 Technical: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Technical Contact Name)**

E-mail: first.last@wisc.edu

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 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 the Proposer shall submit a response at the Proposer’s risk and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be posted on <http://vendornet.state.wi.us>) and [publicnotices.wi.gov](http://publicnotices.wi.gov/).

Any contact with University employees concerning this RFP are prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the **(notice of award) (intent to award) [AGENT: CHOOSE ONE]** is released. Contacting anyone other than the Designated Contact(s) above may disqualify your RFP.

## 2.9 Multiple Proposals

 Proposers who wish to submit more than one proposal may do so, provided that each proposal stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the University reserves the right to select the most advantageous proposal to the University.

## 2.10 Proprietary Information

 Any information contained in the Proposer’s response that is proprietary must be detailed separately on form DOA-3027. **Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award**. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

**APPEALS PROCESS: This is language will be used for Service contracts only.**

**AGENT NOTE: Is this an IT bid/contract and the protest would go to UW System rather than DOA? If so, use** [**alternate protest language**](http://www.bussvc.wisc.edu/purch/contract/clauses/PROTESTS%28IT%29.doc)**.**

2.11 Appeals Process:

 (Agent delete if not needed)

 Any protest of the University's solicitation or intent to award must be based on an allegedviolation of the Wisconsin State Statute or a provision of a Wisconsin Administrative Code.

 No later than five working days after the date of solicitation or the notice of intent to award is issued by the University, written notice of intent to protest must be received by:

The Office of the Chancellor

The University of Wisconsin-Madison

500 Lincoln Drive

Madison, Wisconsin 53706

 with a copy to:

Director of Purchasing Services

University of Wisconsin-Madison

**21 N Park St, Suite 6101**

**Madison WI 53715-1218**

 The complete protest must be received by the Chancellor and the Director of Purchasing Services no later than ten working days after the date of solicitation or the intent to award is issued. The protest must be in writing. Protesters must make their protests as specific as possible and must specifically identify theWisconsin State Statute and/or State of Wisconsin Administrative Code provision(s) allegedly violated.

 The decision of the University regarding the protest may be appealed to the Secretary of the Department of Administration within five working days after denial by the University, with a copy of such appeal filed with the University.

UNIVERSITY OF WISCONSIN PROPOSAL NO.: 1X-XXXX

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**Section #3: Terms and Conditions of Contract**

**AGENT NOTE: Review each section as you go along as some sections can be moved to Section 4 for scoring purposes.**

**AGENT NOTE: Please make sure this language does not conflict with the instructions on the Specifications**

**3.1 Entire Contract**

 A contract will be awarded based on the criteria established in this Request for Proposal, including attachments and any amendments issued. The RFP, the proposal response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

 A. Contract Award Letter

 B. Original Request for Proposal Number 1X-XXXX, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including amendments/attachments

 C. Proposer response to RFP.

 D. Official Purchase Order (when applicable)

 Any other terms and conditions provided by the Proposer with the proposal or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFP should be submitted with your response and alternative language proposed. **(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 proposal response as an attachment.  Each deviation and exception must be identified by the section, page and paragraph to which it applies.  In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.) [AGENT: CHOOSE] (A Word copy of this exceptions document must be submitted with your electronic proposal response. [AGENT: CHOOSE]**

 Submitting a standard Proposer contract or term and conditionas a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the proposal.

 The University reserves the right to negotiate contractual terms and conditions or reject the Proposer ‘s response and proceed to the next qualified proposer.

## 3.2 Contract Administrator

 Any correspondence must include reference to Contract number 1X-XXXX 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.

 A. **University**

 The Contract Administrator for the University is:

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

University of Wisconsin-Madison

Purchasing Services

**21 N Park St, Suite 6101**

**Madison WI 53715-1218**

Phone (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_-- FAX: (608) 262-4467

Email: first.last@wisc.edu

 B. **Day- to-day operations** for the University will be handled by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT TERM: Insert beginning and ending dates of the contract. When bidding an on-going contract, dates should coincide with previous time period. When bidding a partial rebid and/or adding to part of an on-going contract, ending dates must coincide with current contract. Contracts with option to renew for more than two additional terms require prior DOA approval.**

**AGENT NOTE: Choose whether it is a THREE (3) year or FIVE (5) year contract. If five years, an example of how the language would read:**

The initial term of this contract shall be January 1, 2008 **(CONTRACT START DATE)** or date of award, through December 31, 2010 **(CONTRACT END DATE)** or one year after date of award. This contract will be automatically renewed for two additional one-year terms with a contract end date of December 31, 2012.

**AGENT NOTE: Choose whether to auto renew OR not auto renew.**

**AGENT NOTE: Make sure number of days chosen for non-renewal works for this contract and allows agent enough time to rebid.**

## 3.3 Term of Contract

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run for \_\_\_\_\_\_\_ year from that date, with an option to renew for \_\_\_\_\_\_\_\_ additional \_\_\_\_\_\_\_‑year periods.

This contract shall automatically be extended into its **(second and third** **years) (fourth and fifth years) [AGENT: CHOOSE ONE]** unless the Contract Administrator is notified in writing by the Contractor; or the Contractor is notified by the Contract Administrator in writing **(90) (\_\_\_\_) [AGENT: CHOOSE ONE]** calendar days prior to expiration of the initial and/or succeeding contract term(s).

**-OR-**

## 3.3 Term of Contract

The initial term of this contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT START DATE)** or date of award, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT END DATE)** or **[insert number of years] \_\_** year after date of award. **[This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, (90) (\_\_\_\_) [AGENT: CHOOSE ONE] calendar days prior to expiration of the initial and/or succeeding Contract term(s)**.**]** or **[The University has the option to renew this contract into its second and third years. Such renewal will be by mutual agreement of University and the Contractor(s).] [AGENT: CHOOSE ONE]**

## 3.4 Contract Termination

 3.4.1 The University may terminate the Contract at any time, **without cause**, by providing \_\_\_ days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

**AGENT NOTE: In most cases this process should be wrapped up in 30 days, but in emergencies the total time to remedy can be much shorter, and in some complicated cases it may need to be longer, hence agent discretion.**

 3.4.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within \_\_\_ calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(agent to elaborate)** or failure to provide any of the Terms, Conditions or Specifications.

 3.4.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.

 3.4.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

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

 3.4.6 All notices of performance failure must be submitted in writing to Purchasing, **21 N Park St, Suite 6101, Madison, WI 53715-1218.** Purchasing shall be final authority for all performance failure determinations not resolved through the **(ordering department.) (specific department \_\_\_\_\_\_\_\_\_\_\_\_\_.) [AGENT: CHOOSE ONE]**

**ORDERS: This section is information to proposers. The commodity or service to be ordered will dictate the type of order that will be placed.**

**3.5 Orders:**

 Under this contract, Specific order(s), Contract blanket order(s), or Purchasing Card orders (defined below) may be issued to the Contractor(s).

 3.5.1 Specific order(s): issued as one-time orders.

 3.5.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.

 3.5.3 Purchasing Card order(s): issued as one-time order(s).

## 3.6 Firm Prices

 Prices must remain firm for **(one year from the date of the signed contract.) (\_\_ calendar days after proposal opening.) (the initial contract term.) [AGENT: CHOOSE ONE]** Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

 Price increase requests proposed after the initial Contract term, along with an updated Price List, must be received by Purchasing in writing \_\_\_\_\_ calendar days prior to the **(effective date of proposed increase) (beginning of the next contract term)** **[AGENT: CHOOSE ONE]** for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part. **Acceptance of the price increases shall be in the form of an amendment to the contract. [AGENT: CHOOSE]**

 Price increases must be labeled with the contract number and be submitted in the same format as the original Proposal. Any price increase requested that is not submitted in the proper format may be rejected.

 Contractor should promptly notify Purchasing of new or discontinued items.

## 3.7 Payment Terms

 Payment will not be made until the item/serviceis determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (Net 30 days) [AGENT: CHOOSE ONE]** as accepted by the University.

**-OR-**

## 3.7 Payment Terms

 The University will pay the Contractor based upon a payment plan accepted by the University in accordance with milestones and achievements..

**3.8 Invoicing Requirements**

 **Invoices for Purchase Orders:**

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

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

1. Contractor name
2. remit to address
3. purchase order number
4. release number if given
5. date of order/release
6. item manufacturer’s name or abbreviation (if applicable)
7. complete item description including catalog, model and/or stock number(s) identical to those stated in proposal
8. prices per the Contract

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

 The original invoice must be sent to University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218.

***Purchasing Card:***

Order confirmationshall contain the same detail as listed in Section 3.8.1 and should be sentto the address given at the time of the order is placed.

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

3.9 F.O.B. Destination, All deliveries shall be FOB Destination. Delivery charges and risk of loss shall be borne by the Contractor.

 Delivery will be made by common carrier or Contractor’s truck, with unloading to be performed by the carrier/contractor and carton(s) transported to the interior/ground floor or inside dock at (**various locations.) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.)[AGENT: CHOOSE ONE]** Proposal prices must include all packing, freight, insurance charges and installation/operation manuals**,** excluding any import/export costs.

 If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified on the Cost Proposal form. This additional cost will be added to the proposal total and will serve as the basis for determining the award.

 Indicate on the Cost Proposal Form the Country of Origin and Shipping Point.

**For University Imports:** See Section 3.10

 Failure to bid FOB DESTINATION delivery charges and risk of loss borne by the Contractorin proposal price or discountmay disqualify your proposal.

**-OR-**

3.9 F.O.B.: All deliveries shall be FOB Destination and Installed. Delivery and installation charges and risk of loss shall be borne by the Contractor.

 Items are to be installed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, F.O.B. DESTINATION INSTALLED. Proposal prices must include all packing, freight, insurance, set-up, instruction and operation manual charges**,** excluding any import/export costs. Items must be set in place connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the Contractor. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to University personnel as identified.

 Indicate on the Cost Proposal Form the Country of Origin and Shipping Point.

**For University Imports:** See Section 3.10

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

**-AND/OR-**

## 3.9 On Site Service

 In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Proposers cost must include all transportation charges.

3.10 University Imports: [Agent Choose]

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

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

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

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

**-OR- (If using this section keep definitions. Use of this section may require changes to the Itemized Bid List.) [Agent Choose]**

Proposals must include costs from proposer’s door to port of destination and local delivery charges. Custom Charges/Fees should be itemized on the Cost Proposal Form (Attachment B). Custom Charges/ Fees will be included in the cost for the purpose of determining the lowest cost proposed. The University reserves the right to compare the quoted Custom Charges/Fees with those from a University contracted customs broker and select whichever option is judged to be in the best interest of the University.

If the University is selecting the customs broker and paying the Custom Charges/Fees directly to them, the awarded Contractor must use the University's contracted customs brokeridentified on the purchase order.

**BACKGROUND CHECKS: Bids or RFPs for goods or services where Contractor’s employees, affiliates, or volunteers are expected to have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) should include one of these clauses.**

**MINOR PROTECTION AND ADULT LEADERSHIP POLICY**

**If the scope of the RFB has minors who participate in programs sponsored by or associated with the University you should review the Minor Protection and Adult Leadership Policy at:** [**https://kb.wisc.edu/ohr/policies/page.php?id=69407**](https://kb.wisc.edu/ohr/policies/page.php?id=69407)

**3.11  Requirements for Criminal Background Checks**

 ***Background Checks of Contracted Individuals***

 This contract is contingent upon, prior to the commencement of services, the independent Contractor passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services.  This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

 If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW’s Policy on Mandatory Reporting of Child Abuse and Neglect (“the Policy”).  If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored, the Contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

 ***Background Checks of Contractors***

 This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

 If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractormust 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.

## 3.12 Travel Per Diems

 All of the Contractor’s travel and per diem expenses shall be the Contractor’s sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose.

## 3.13 Campus Delivery Requirements

 3.13.1 Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.

 3.13.2 The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at <http://transportation.wisc.edu/resources/large_truck.aspx>.

 3.13.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30’ truck policy referenced in Section 3.13.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

**3.14 Acceptance and Testing (Post Award)**

 Acceptance testing will occur within \_\_\_\_\_ days after the item/servicehas been **(delivered.) (installed.)** **[AGENT: CHOOSE ONE]**  Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements.

 If the item/service does not meet specification or performance requirements, the Contractor will have \_\_\_ days to meet requirements. If after this time period the item/service still does not meet specifications or performance requirements, the Contractor agrees to remove the itemand return any payments that may have been made.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or his/her designee, is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.

## 3.15 Insurance

 The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon **(request.) (award.)** **[AGENT: CHOOSE ONE] (and provided on an annual basis throughout the term of the Contract.) [AGENT: CHOOSE]**

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

**AGENT NOTE: If additional insurance requirements are needed, see IPP #12 for additional coverage limits. Examples of high risks: Airplane Charter, Ambulance Service, Child Care, Asbestos Abatement, Building & Grounds Maintenance, Remodeling, Construction, Elevator Maintenance, Manual Food Services (catering), Medical Services (including optical & laboratory), Recreational Services, Transportation Services (of people), Travel Services (tours, agencies), Hazardous waste services.**

 Additional insurance requirements for this proposal are as follows:

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

3.16 Activity Reports**:**

 Contractor **(must) (should) [AGENT: CHOOSE ONE]** be able to report on an **(annual) (semi-annual) (quarterly) (monthly)** **[AGENT: CHOOSE ONE]** basis all items/services purchased against this contract during the designated report period, including but not limited to:

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

## 3.17 Record and Audit

 The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

 The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

## 3.18 Performance Meetings

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

3.19 Subcontracting**:**

 3.19.1 Any Contract resulting from this proposal shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

 3.19.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.

 3.19.3 Subcontractors must abide by all terms and conditions under this Contract.

## 3.20 Fair Price Analysis

 Purchases made under this contract may require further fair price analysis. The awarded Proposer will be required to provide documentation (i.e. published price list, list of previous buyers, etc.) to allow the University to complete this analysis.

## 3.21 Severability

 If any provision of this contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

3.22 Environmentally Friendly (“Green”) Product

 Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase “Green” products wherever feasible or possible based on individual project needs and funding available.

**3.23 Supplier Diversity**

 **3.23.1 Minority Business Enterprise Program (MBE)**

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

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

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

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

 **3.23.2 Woman Owned Business (WBE)**

 The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

 The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

 **3.23.3 Disabled Veteran Owned Business (DVB)**

 The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

## 3.24 Debarment

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and <https://acquisition.gov/far/index.html> see section 52.209-6.

3.25 Electronic Commerce/Online Ordering:

 Customers of this contract may want to take advantage of electronic ordering and “E-Commerce” opportunities that may be offered by the Contractor. All electronic orders shall receive contract pricing and/or discounts.

3.26 Promotional Materials/Endorsements:

 Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University endorses either the Contractor or any party related to the Contractor or this Contract.

**3.27 Additional Items/Services:**

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

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To get to RFP clause examples for the following go to: [http://www.bussvc.wisc.edu/purch/contract/clauses/RFP clauses.doc](http://www.bussvc.wisc.edu/purch/contract/clauses/RFP%20clauses.doc)

**AGENT NOTE: you should add any specifications as attachments as needed in this section pertinent to your contract. These options can also be considered specifications besides requirements – move around sections as necessary.**

|  |  |  |  |
| --- | --- | --- | --- |
| * Authorized reseller
 | * HIPAA
 | * Minimum Order Quantity
 | * Subcontracting
 |
| * Delivery/installation of service
 | * Financial stability
 | * Parts replacement available
 | * Tech Support
 |
| * Demonstration of a prior specification
 | * Functionality
 | * Payment terms
 | * Trademark
 |
| * Emergency response capability
 | * Implementation plan
 | * Quality
 | * Training
 |
| * Enhancements
 | * Industrial based standards or certification
 | * References/comparable institutions
 | * Warranty
 |
| * Experience
 | * Timeliness of response to service call
 | * Samples
 | * Web support and electronic commerce capability
 |
| * Energy Star
 | * Maintenance, instruction and service responsibility
 | * Staffing plan
 |  |
| * FERPA
 | * Method of Ordering
 | * Staff experience
 | * Buy American (Svcs only)
 |

**AGENT NOTE: Suggestions to consider when deciding specifications or asking questions to be evaluated.**

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**Section #4: Requirements and Specifications**

**AGENT NOTE: Mandatory requirement below applies to RFP’s for services.**

**4.1 Purchased Services – USA Requirement**

 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 (WTOGPA) 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 United States. The inability to perform required services in the United States shall be grounds for disqualifying your proposal for this contract.

**AGENT NOTE: This is sample language only. Instructions should be provided to Proposers on how to respond to this section.**

Requirements that include the word "must" or "shall” describe a mandatory requirement. **Failure to meet a mandatory requirement MAY disqualify your Proposal.**

**-OR-**

Proposer must: 1) indicate agreement on each mandatory requirement and, if requested, describe how the specifications will be met and/or provide additional information, 2) complete any required form(s) and 3) provide a complete and detailed response to any non-mandatory requirement that can be fulfilled. If supplemental materials will be provided, clearly mark all supplements with the corresponding section number.

**-OR-**

Only proposals submitted by Proposers that meet all mandatory specifications will be considered for evaluation.

**-OR-**

The Proposers response to this Section must clearly demonstrate the capacity to handle the needs stated in this RFP in addition to the Proposers current workload. The University reserves the right to request supplementary information deemed pertinent to assure Proposers competence, business organization, and financial resources are adequate to successfully perform.

**-OR-**

**NOTE:  Failure to respond to all items in this section may be deemed as sufficient reason to reject a proposal. Format your response to correspond numerically with items on the Submittal Instruction (see Section 2.2).**

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**Section #5: Evaluation and Award of Contract(s)**

## 5.1 Proposal Scoring

 Proposals meeting mandatory requirements will be reviewed by an evaluation committee and scored against the stated criteria. If no proposer is able to comply with a given specification or mandatory requirement, Purchasing reserves the right to delete that specification or mandatory requirement. In the event that all proposers do not meet one or more of the mandatory requirements, Purchasing 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. The committee may, at its sole discretion, review references, request oral presentations, and conduct an on-site visit and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises or Disabled Veteran-Owned businesses 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. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores calculated.

## 5.2 Scoring Criteria and Method

 For each response required of the Proposer in Section #4, the points provided in parentheses represents the total possible points available for each response. The responses will be evaluated based on the relative merits to the needs of the University (rather than relative to competing Proposer’s responses). The proposals will be scored independently by each committee member and the resulting scores will be averaged to determine the highest scoring proposal.

 **Supplier Diversity Preferences**

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

**AGENT NOTE: see alternate proposal scoring language in “Unique Clauses” folder.**

 **Pricing**

* + 1. The lowest priced proposal will receive 100% of the allotted cost points. All other proposals will be scored using the formula as follows:

 Lowest Proposed Cost

 (constant)   **X** Maximum evaluation points given to cost = **SCORE**

 Other Proposer's Cost

 (varies according to proposal being scored)

Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This result will always be less than one. The result is then multiplied by the number of points given to the cost section of the RFP.

 5.2.2 For all other non-pricing related responses, points will be awarded relative to the needs of the State of Wisconsin, as solely determined by the evaluation committee members.

**AGENT NOTE: you can choose to add this option below.**

**AGENT NOTE: Below is an example of points items. Make sure points match descriptions in Section 4.**

 **Points**

 Evaluation and selection of a proposal will be based on the assignment of points by the evaluation committee which is then combined with the Cost Proposal points for a final score.  (See Point Matrix below.)

**Points Matrix Points Available**

4.4 Qualifications and Company History Mandatory

4.5 Qualified Product Mandatory

4.6 Packaging and Product Identification Mandatory

4.7 Emergency Product Substitutions and Out of Stock Items Mandatory

4.8 Non-Delivery Penalty Mandatory

4.9 Delivery Conditions Mandatory

4.10 Implementation and Account Representation 25 points

4.11 Buying Practices and Policies 75 Points

4.12 Produce Processing  25 points

4.13 Product Specifications and Availability 100 Points

4.14 Local Produce Sourcing   75 points

4.15 Ordering 100 Points

4.16 Delivery Schedule 50 points

4.17 Delivery and Receiving 25 Points

4.18 Invoice/Payment 25 points

 **Total Technical Possible 500 points**

4.19 Cost Plus Mark Up Cost Proposal 100 points

4.20 Market Basket Cost Proposal 400 points

 **Total Possible Cost Score 500 points**

 **MAXIMUM POSSIBLE TOTAL SCORE** **1000 points**

Only proposals that have received 300 points or greater on Sections 4.X through 4.X, will have the Cost Proposals scored.  A proposal that receives less than 300 points on Sections 4.X through 4.X will be ineligible for further consideration.

**AGENT NOTE: This is a mandatory clause not to be removed.**

**5.3 Best and Final Offers**

 At the sole discretion of the University, those proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer in order to further clarify the deliverables, contract language, or costs presented in the Proposer’s RFP. If Best and Final Offers are requested, they will be evaluated against the stated criteria. There is no obligation on the part of the University to request Best and Final Offers from any or all of the Proposers responding to the RFP.

## 5.4 Contract Award

 The contract will be awarded to the highest scoring Proposer providing contract negotiations are successful.

## 5.5 Notification of Award

 All proposers who respond to this RFP will be notified in writing of the University's award of contract(s) as a result of this RFP. After notification by Purchasing of the **(intent to award,) (notice of award,) [AGENT: CHOOSE ONE]** file copies of proposals will be available for public inspection. Proposers must schedule document inspection with the Contract Administrator responsible for managing this RFP.

UNIVERSITY OF WISCONSIN PROPOSAL NO.: 1X-XXXX

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**ATTACHMENT B – COST PROPOSAL FORM**

**[AGENT: CHOOSE]**

**Below is the url link to the Product Listing. Copy and paste into your web browser.**

**[Click here for spreadsheet](http://www.bussvc.wisc.edu/purch/VendorInfo/Bids/125258R1PL.xls)**

**To access the above spreadsheet – place your cursor over the link and hit the CONTROL key and wait for the “hand” and click.**

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFP. **[AGENT: CHOOSE].**

Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MILESTONES AND ACHIEVEMENTS**

 Under no circumstances will the University pay more than 50% prior to acceptance of **(products.) (services completed.)** **[AGENT: CHOOSE ONE]**

**AGENT: Below is an example. Edit as necessary.**

A typical payment plan could include:

* 25% due upon completion of interview, site visit, and proposed timeline is accepted by the department
* 25% due upon receipt of acceptable design
* 50% due upon completion of project

UNIVERSITY OF WISCONSIN PROPOSAL NO.: 1X-XXXX

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**ATTACHMENT E - APPLICABLE FEDERAL RULES**

**AGENT NOTE: IF FEDERAL FUNDS ARE INVOLVED YOU MUST ADD THE FEDERAL LANGUAGE APPENDIX. Federal funds have been identified as funds 140-152. Agent must select appropriate estimated dollar level below..**

**This purchase involves federal funds:**

Applicable when fixed price is greater than $3,000: YES / NO

Applicable when fixed price is greater than $10,000: YES / NO

Applicable when fixed price is greater than $30,000: YES / NO

Applicable when fixed price is greater than $150,000: YES / NO

Applicable when fixed price is greater than $500,000: YES / NO

Applicable when fixed price is greater than $650,000: YES / NO

Applicable when fixed price is greater than $700,000: YES / NO

Applicable when fixed price is greater than $1,000,000: YES / NO

Applicable when fixed price is greater than $5,000,000: YES / NO