



REQUEST FOR PROPOSAL (RFP)
FOR
RECRUITMENT OF INTERNATIONAL F-1 & J-1 STUDENTS

Issued By
UNIVERSITY OF WISCONSIN OSHKOSH

RFP NUMBER: BPK-20-198

September 4, 2019

AGENT: Brian P. Klinger (920) 424-0317

E MAIL: *klingerb@uwosh.edu*

If **NO BID** (check here) ☐ and return.

PLAN DUE DATE: October 3, 2019 @ 3:00 P.M. CDT

LATE PLANS WILL BE REJECTED



Bidder Required Form

Instructions: Bidder is required to complete all sections of this form. (Note: If the agency checks the box preceding Section 5 indicating that section is not applicable to the bid/proposal, Bidder may skip Section 5. Bidder may not skip any other sections of this form).

Section 1: Bidder Information		
Bidder/Proposer Company Name:		E-Mail Address:
Phone Number:	Toll Free Phone:	Fax:
Address:		
City:	State:	Zip:
Mailing Address for Purchase Orders (if different than above)		
Address:		
City:	State:	Zip:

Section 2: Bidder Contacts		
List the name and title of the person to contact for questions related to each of the topics below:		
Topic	E-Mail Address	Phone
Bid/Proposal		
Affirmative Action Plan		
Orders and billing		

Section 3: Bidder Reference		
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Section 4: Designation of Confidential and Proprietary Information

The attached material submitted in response to this 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

Using the boxes below, indicate your agreement with the following statements:

- ☐ In the event the designation of confidentiality of this information is challenged, the bidder/proposer 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.
- ☐ The state considers other markings of confidential in the bid/proposal document to be insufficient. The bidder/proposer agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Agency Only:

☐ Section 5 is not applicable to this bid/proposal. If this box is checked, Bidder may skip to Section 6.

Section 5: Bidder Agreement: Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- Will contact the contractor directly to place orders referencing the state agency contract number; and
- Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in these services has no effect on awarding this contract.

Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.

☐ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

A vendor in the service may specify a minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities.

Special Conditions (if applicable):



UNIVERSITY OF WISCONSIN OSHKOSH
REQUEST FOR PROPOSAL # BPK-20-198
RECRUITMENT OF INTERNATIONAL F-1 & J1 STUDENTS

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SECTION #1: GENERAL INFORMATION

Conditions of proposal which include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no Proposer is able to comply with a given specification, condition of proposal or provide a specific item/service on the Itemized Proposal List, Purchasing reserves the right to delete that specification, condition of proposal or item without having to complete the proposal process again. **FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR PROPOSAL. This contract proposal document and the awarded Proposer’s (Contractor’s) response information shall become the Contract.**

1.1 Background Information

Founded in 1871, University of Wisconsin Oshkosh is a regional public institution of higher education comprised of three campuses, and one of 13 comprehensive universities in the University of Wisconsin System. With campuses in Oshkosh, Fond du Lac and Menasha, UW Oshkosh serves more than 16,000 students and offers more than 110 certificate, associate, baccalaureate, master’s and doctorate degree programs in both traditional classroom and online settings. UW Oshkosh is a research-enhanced, comprehensive university that serves as the educational, cultural and economic engine for 1.2 million citizens in the region. Learn more about us: [Oshkosh campus](#), [Fond du Lac campus](#) and [Menasha campus](#).

International Student Prospectus

https://www.uwosh.edu/oie/partners/documents/uw-oshkosh_2018-2019-viewbook.pdf

Student Numbers

On the Oshkosh campus, F and J visa holder numbers have decreased from 125 in fall 2015 to 65 anticipated in fall 2019. On the Fox Cities campus, they have increased from a handful in 2015 to an anticipated 160 in fall 2019. The Fond du Lac campus has only two. The Fox Cities campus, along with a few other 2-year campuses in the UW, benefited from active recruitment and allocation of staff FTE and a recruiting contract specific to the Fox Cities campus.

International Student Recruitment & Retention Administrative & Support Structure

Student Affairs

- Assistant Vice Chancellor, Enrollment Management
- Director, Undergraduate Admissions
 - International Student Admissions Counselor

Academic Affairs

- Director, International Education (PDSO)
 - Inbound Academic Coordinator
 - International Student Retention Specialist
- Immigration Compliance Coordinators

Current Recruiting Partners

The University currently utilizes a few single-source agencies, one multi-source agency, a few higher education institutions and a few high schools. UW Oshkosh is not currently under contract for recruiting international students, except through the sources mentioned above.

Admissions Options

UW Oshkosh provides full admission or conditional admission at the undergraduate level and can offer conditional admission for some graduate programs.

Entry Barriers

Our entry barriers include our rankings, lack of brand recognition (except when confused with University of Wisconsin Madison), lack of scholarship options/no past history leveraging financial aid, engineering not offered (we offer engineering technology), and no on-campus housing for graduate students with families.

1.2 Purpose:

The University of Wisconsin Oshkosh, hereinafter referred to as the “University”, through its Administrative Services-Purchasing Department, hereinafter referred to as “Purchasing”, is requesting proposals for Division of Student Affairs hereinafter referred to as “**Student Affairs**”, to increase University brand awareness, generate enrollment growth in our non-resident alien student population, diversify enrollments, support all prospective students (partner- and University-generated leads) through university and visa application processes, and prepare all prospective students (partner- and University-generated leads) for travel to and university life in Wisconsin, USA. Contracted responsibilities will be performed under a brand partnership with the University of Wisconsin Oshkosh.

1.3 Scope:

See Requirements and Specifications (Section 4) and/or Cost Proposal Form (Attachment C) 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.

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. Contracted vendor(s) may 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 Proposal.

All University of Wisconsin Oshkosh departments must be eligible to purchase from this contract.

1.4 Organization of this Solicitation Document

This document is divided into six (6) main sections. The sections also refer to “Attachments” when such organization assists in making this document more fluid. The six (6) 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).
Section 6	RFP Checklist and Submittal Page
Attachment(s)	A through C

1.5 Definitions:

The following definitions are used throughout this document:

Agent means UW Oshkosh representative responsible for this Request for Proposal. Full contact information can be found in Section 2.6.

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

CIC means Committee on Institutional Cooperation, a consortium of the Big Ten universities plus the University of Chicago.

Contractor means successful Proposer awarded the procurement.

Department means UW Oshkosh Student Affairs

DVB means Disabled Veteran-Owned Business.

MBE means Minority Business Enterprise.

Purchasing means the Purchasing Department in Administrative Services responsible for the procurement of goods and services on UW Oshkosh campus, located at 236 Dempsey Hall, 800 Algoma Blvd, Oshkosh, WI 54901.

Purchasing card means State credit card.

RFP means Request for Proposal.

State means State of Wisconsin.

University UW Oshkosh and UWO all mean University of Wisconsin Oshkosh.

WBE means Woman-Owned Business Enterprise.

1.6 Wisconsin eSupplier Portal Registration

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/Commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Bidders may use the same internet address for inclusion on the Bidders list for goods and Services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive email notices of these simplified bid opportunities. Bidders may also visit VendorNet on the internet at <https://VendorNet.wi.gov> to get information on State purchasing practices and policies, goods and Services that the State buys, and tips on selling to the State.

1.7 Incurring Costs:

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

1.8 Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Oshkosh Parking Services located at Lower Level of Blackhawk Commons, Oshkosh, WI 54901 (920) 424-4455. No additional Contractor 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. A map of the campus can be accessed here: <https://parking.uwosh.edu/maps>

1.9 Reasonable Accommodations:

University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If any alternate accommodations are needed, contact Brian Klinger at (920) 424-0317.

SECTION #2: PREPARING AND SUBMITTING A PROPOSAL

2.1 Calendar of Events:

<u>Event</u>	<u>Date</u>
RFP Release Date	September 4, 2019
Written Questions due	September 19, 2019
RFPs DUE BY:	October 3, 2019 @ 3:00 PM CST/CDT
Vendor Presentations/Demo/Site Visit (if needed): ...	October 15 & 16
Award Notification:	End of October 2019
Contract start date:	January 2020 (estimated, as per Board of Regents approval)

PROPOSALS MUST BE DELIVERED TO:

Administrative Services-Purchasing, 236 Dempsey Hall, 800 Algoma Blvd., Oshkosh, WI 54901.

NUMBER OF COPIES TO BE SUBMITTED:

One (1) original proposal **with** Attachment C-Cost Proposal (marked as such), Seven (7) identical, complete copies of the proposal **without** Attachment C-Cost Proposal and One (1) identical complete digital copy (in searchable PDF format) **without** Attachment C-Cost Proposal and One (1) identical complete digital copy (in searchable PDF format) **with** Attachment C-Cost Proposal must be submitted prior to the time and date stated in Section 2.1 (Written Plans Due) on a Flash Drive. **Late proposals shall be rejected.** All materials become the property of the University upon receipt in the Purchasing Office and are subject to the State of Wisconsin Open Records Statute.

The original plan with Attachment C-Cost Proposal must be sealed and submitted as a separate package. The outside of the package must be clearly labeled with the words "Proposal with Attachment C-Cost Proposal, "RFP#BPK-20-198 RECRUITMENT OF INTERNATIONAL F-1 & J1 STUDENTS" and name of the vendor and due date.

RETAIN A COPY OF YOUR PROPOSAL RESPONSE FOR YOUR FILES

Proposals may be dropped off at Administrative Services-Purchasing, **236 Dempsey Hall, 800 Algoma Blvd., Oshkosh, WI 54901**, between the hours of 8:00 AM and 4:30 PM **PRIOR** to the due date and time.

FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED.

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: BPK-20-198	
DUE DATE: September, 5 2019	TIME: 3:00 PM CST
SHIP FROM:	
VENDOR NAME HERE: _____	
ADDRESS: _____	

SHIP TO:

**UNIVERSITY OF WISCONSIN OSHKOSH
ADMINISTRATIVE SERVICES-PURCHASING
236 DEMPSEY HALL
800 ALGOMA BLVD.
OSHKOSH, WI 54901**

2.2 PROPOSAL RESPONSE REQUIREMENTS:

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. No mention of financial impacts may be indicated in the technical requirements/response and must be included in Cost Proposal (**Attachment C**) and submitted as directed in Section 2.1. Failure to submit as indicated may disqualify your proposal.

Tab 1:

- Request for Proposal form signed by an authorized representative of proposing company – DOA-3832 form.

Tab 2:

- Responses to specifications in Section 4. – Specifications (Sections 4.6.1 - 4.6.7).

Tab 3:

- Cost Proposal, Attachment C (reference Section 2.1)

Tab 4: Other

- RFP Checklist and Submittal Page

2.3 Certification of Independent Offer Determination:

By submitting a Proposal, the Proposer certifies, for their firm, that the RFP:

- 2.3.1 **Independent Offer.** The plan has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition;
- 2.3.2 **Offer Disclosure.** Unless otherwise required by law, the offer cited in this RFP has not been and will not be knowingly disclosed by the Proposer prior to opening directly or indirectly to any other Proposer;
- 2.3.3 **Restriction of Competition.** No attempt has been made nor will be made by the Proposer to induce another person or firm to submit or not submit a plan for the purpose of restricting competition.

2.4 Signatory Authority:

Each person signing this proposal certifies that:

- 2.4.1 **Offer Responsibility:** The individual applying their signature has authority to contract for their company and is responsible for the proposal and offer submitted and has not nor will not participate in any action contrary to 2.3.1 through 2.3.3;
- 2.4.2 **Offer Agent Authorization:** The individual applying their signature has authority to contract for their company and has been authorized in writing to act as agent to provide a proposal and offer for the persons responsible for such decisions; and has the authority to certify that such persons have not and will not participate in any action

contrary to 2.3, and as their agent certifies this; and has not nor will not participate in any action contrary to 2.3.1 through 2.3.

2.5 Oral Presentations, Product Demonstrations and Site Visits

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits to validate information submitted with the proposals. Failure of a Proposer to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the proposals. These events cannot be used as an opportunity to alter proposals submitted.

2.6 Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this RFP must be in writing and reference the RFP number. Proposers are encouraged to e-mail Brian Klinger (klingerb@uwosh.edu) questions to the Purchasing Office. If permitted, verbal questions must be directed to Purchasing.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they shall have up until five (5) business days after the RFP issue date to notify, in writing, Brian Klinger at the address shown below of such error and request modification or clarification of the RFP document.

Brian Klinger
UW Oshkosh Administrative Services-Purchasing
800 Algoma Blvd
236 Dempsey Hall
Oshkosh, WI 54901
PHONE 920/424-0317 -- FAX 920/424-2240
E-mail: klingerb@uwosh.edu

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://vendonnet.state.wi.us> and publicnotices.wi.gov and provided to all recipients of this initial RFP.

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 intent to award is released. Contacting anyone other than the Designated Contact(s) above may disqualify your RFP.

2.7 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. Each plan must be separately submitted and labeled as Proposal #1, Proposal #2, etc. If multiple responses are submitted, the University reserves the right to review each Proposal separately and award to the Proposal that is the most advantageous and in the best interest of the University. The University is the sole judge of its best interests in regard to the Proposal submitted.

2.8 Conflict of Interest:

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 the Proposer and another person or firm that constitutes a conflict of interest that is adverse to the University.

2.9 Proprietary Information

Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3832. 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).

2.10 Appeals Process:

The appeals procedure applies to only those requests for bids for services that are over \$50,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provision(s) that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with the Vice Chancellor of Administrative Services no later than five (5) working days after the date of solicitation or the notice of intent to award is issued by the University. The written notice of intent to protest must be received by:

Administrative Services
Attn: Vice Chancellor of Administrative Service
The University of Wisconsin Oshkosh
236 Dempsey Hall
800 Algoma Blvd
Oshkosh, Wisconsin 54901

with a copy to:
Administrative Services
Attn: Director of Purchasing
The University of Wisconsin Oshkosh
236 Dempsey Hall
800 Algoma Blvd.
Oshkosh, Wisconsin 54901

The written protest must be received by the Vice Chancellor and the Purchasing Manager no later than ten (10) working days after the notice of intent to award is issued, whichever is greater.

The decision of the University regarding the protest may be appealed to the Secretary of the Department of Administration within five (5) working days after denial by the University, with a copy of such appeal filed with the University, provided the appeal alleges a violation of statute or a provision of a Wisconsin Administrative Code.

SECTION #3: TERMS AND CONDITIONS OF CONTRACT

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 BPK-20-198, dated September 4, 2019, 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. A Word copy of this exceptions document must be submitted with your electronic proposal response.

Submitting a standard Proposer contract or term and condition as 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 BPK-20-198 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.

Contractor

Contractor must provide knowledgeable individuals, acceptable to the University, who will provide the following administrative support functions:

The Contract Administrator for the Contractor who is authorized to give the approvals required under this Contract is:

Brian Klinger
The University of Wisconsin Oshkosh
Administrative Services
236 Dempsey Hall
800 Algoma Blvd.
Oshkosh, Wisconsin 54901
Phone: 920.424.0317
Email: klingerb@uwosh.edu

3.3 Term of Contract

The initial term of this contract shall be six (6) years after date of award. This contract may be renewed for one (1) additional two-year term, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, five hundred forty (540) calendar days prior to expiration of the initial and/or succeeding Contract term(s). Such renewal will be by mutual agreement of University and the Contractor(s).

3.4 Contract Termination

- 3.4.1** The University may terminate the Contract at any time, without cause, by providing ninety (90) 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.
- 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 ninety (90) 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**.
- 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, 236 Dempsey Hall, 800 Algoma Blvd, Oshkosh, WI 54901. Purchasing shall be final authority for all performance failure determinations not resolved through Student Affairs.

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). Proposal should identify method by which you will accept orders against this contract (e.g. e-mail, fax, internet, mail, phone, etc.).

- 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 the initial contract term. 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, must be received by Purchasing in writing one five hundred forty (540) calendar days prior to the beginning of the next contract term 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.

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.

3.7 **Payment Terms**

The University will pay the Contractor each phase in accordance with milestones and achievements and as accepted by the University.

Under no circumstances will the University pay more than 50% prior to acceptance of services completed.

3.8 **Invoicing Requirements:**

Invoices for Purchase Orders:

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

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

- Contractor name
- remit to address
- purchase order number
- date(s)
- item manufacturer's name or abbreviation (if applicable)
- complete service description(s) as described in proposal
- prices per the Contract
- other items as designated by University

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, P.O. BOX 2884, Oshkosh, WI 54903-2884 unless the customer identifies and establishes a different bill-to location.

3.9 **Purchasing Card:**

Order confirmation shall contain the same detail as listed in Section 3.8.1 and should be sent to the address given at the time of the order is placed.

3.10 **On Site Service:**

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

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 UW Oshkosh, 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 the UW-System'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 University-sponsored activity, the Contractor shall also report to the UW Oshkosh Police Department or University 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 UW Oshkosh, 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 the UW-System'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 University-sponsored activity, the Contractor shall also report to the UW Oshkosh Police Department or University Office for Equity and Diversity.

3.12 Employee Identification:

All Contractor's employees, while working on University property (as applicable), must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's cost.

3.13 Travel Per Diems

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

3.14 Campus Delivery Requirements:

3.14.1 The UW Oshkosh Central Receiving Address is:
Central Receiving
645 Dempsey Trail
Oshkosh, WI 54902

Any service involving delivery or pickup shall be made to or from University departments five days per week, Monday through Friday, from 7:00 a.m. to 3:30 p.m. unless negotiated otherwise.

3.14.2 The UW Oshkosh Mailing Address is:
UW Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901

3.15 Acceptance and Testing (Post Award)

Acceptance testing will occur within ninety (90) days after the service has been delivered. Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements.

3.16 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 award and provided on an annual basis throughout the term of the Contract. Additional insurance coverage may be required by the State of Wisconsin required by

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 liability policies. The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

3.17 Activity Reports:

Contractor must be able to report on a regular basis on services performed against this contract during the designated report period.

3.18 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.

3.19 Performance Meetings

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

3.20 Subcontracting:

3.20.1 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 to satisfy Internal Revenue Service requirements.

3.20.2 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.

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

3.20.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

3.21 Fair Price Analysis:

Purchases made under this contract may require further fair price analysis. Proposers should identify on the Proposer Response Sheet the type of documentation they will provide (i.e. published price list, list of previous buyers, etc.) to allow the University to complete this analysis. The awarded Proposer will be required to provide this documentation prior to the order being issued.

3.22 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.

3.23 Environmentally Responsible ("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.

3.24 Energy Star:

The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star™ requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) and the EPA. It is not mandatory that every device offered under this proposal meet Energy Star requirements, but the bulk of the product line should be energy efficient. Proposer should identify those items which meet the Energy Star requirements on the Proposer Response Sheet.

3.25 Supplier Diversity

3.25.1 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 Oshkosh is committed to the promotion of minority business in the state's purchasing program.

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

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

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

3.25.2 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.

3.25.3 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.

3.26 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 proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

3.27 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.

3.28 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.

3.29 Additional Services:

Additional related services may be added to this Contract at the discretion of Purchasing. Prices shall be consistent with the Contract prices for like services currently included in the Contract. Contractor should promptly notify Purchasing of new or discontinued services.

SECTION #4: REQUIREMENTS AND SPECIFICATIONS

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.

Requirements that include the word "must" or "shall" describe a mandatory requirement. **FAILURE TO MEET A MANDATORY REQUIREMENT MAY DISQUALIFY YOUR PROPOSAL.**

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.

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.

4.2 Proposer Information:

Proposer must complete DOA-3832 Form to identify designated contact people, to provide information regarding the size of the Proposer's company, and other information as requested. All sections of this form must be completed.

4.3 Proposer Experience:

Proposer company must hold a business license that permits delivery of services consistent with the proposal. Proposer company must provide a copy of the business license, in the original language, for each country in which the Proposer operates.

4.4 Client List/References:

Proposer must indicate on DOA-3832 form with their proposal a client list of THREE (3) firms to which similar services have been provided during the past three (3) years to a comparable sized institution or company. If contacted, information received from those clients will be used to determine whether Proposer can reasonably meet contract requirements and specifications. Client references may be used in the award consideration. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System or those references sought out independently of those submitted by Proposer. The University reserves the right to disqualify any Proposer whose references don't support their stated claim of qualifications in their response.

Proposer may be required to provide a performance bond or proof of solvency at the time of contract.

4.5 Minimum Order:

Proposals that require any minimum order quantity or dollar amount may be disqualified.

4.6 Functional Requirements

Proposer must respond to each prompt 4.6.1 - 4.6.7 in narrative form, using bulleted lists, using graphics, or using other formats that best fit the type of information requested and best communicate this information to reviewers. Restate each prompt and provide responses in the order listed.

4.6.1 Program and Strategy (150 points)

Describe in detail the program and strategy that you are proposing for the University. The program must address the Purpose described in 1.2 and remain within the Scope described in 1.3. Include a bulleted list of services you will provide to applicants, applicants' family or advocates, and the University. All services listed here must also be included in your financial proposal.

Address the following items in your proposed Program and proposed Strategy:

- Business Model
- Number of years organized around the current business model
- Mission/Values
- Strategy
- Agility / Market Responsiveness
- Diversity of Enrollments (market locations / student socio-economic background)
- Staff Training & Experience
- Technology platforms utilized
- Corporate or Organization Structure
- Type of business legal entity
- Complete listing of services offered to prospective and current students
- Ability to serve all prospective F & J visa holders, including those recruited by UWO or who find UWO on their own
- Other relevant background or information

Certificate of Eligibility

UW Oshkosh will issue I-20's and DS-2019's to eligible prospective students who are admitted to a full course of study in credit-bearing University courses or who are admitted to our Intensive English Program. If your Program and Strategy include other types of study in the U.S., indicate the entity that will provide the I-20's or DS-2019's.

Admissions & Course Transfer

All admissions decisions are made by the University. Describe your preferred admissions and credential evaluation processes. List the admissions documents you will provide. What is your desired turn-around time for an Admissions decision and credential evaluation from the University?

4.6.2 Industry Experience (100 points)

- Ownership (Who or what entity owns the entity that is writing this proposal? What other entities does the entity writing this proposal own, manage, or control?)
- Leadership Team (names/position titles/experience)
- Advisory Board (names/position titles/experience)
- Years in Business
- Past Performance, including retention data in relation to your current partners
- Other Relevant Experience

Locations & Staffing

Provide a list of physical office locations for the Proposer head office and all branch offices, including addresses and the business name for each location. Provide information on staffing, including number of staff and roles, at each location. Indicate whether a specific individual or group of individuals will be responsible for the University contract and the percentage of time these individuals will dedicate to supporting the University contract.

Attach or include a list of educational entities for which you support enrollment or other services, including addresses and the official entity name.

Provide a list of countries from which enrollments will be generated under your proposed Program.

Partners and Subcontractors

Attach or include a comprehensive list of partners and subcontractors or provide a list of the number of partners and subcontractors by province (or similar) and country if the names are considered proprietary information. Include:

- Agent Network (outside & inside the US; subagents; franchisees)
- Secondary School Network (outside & inside the US)
- Government Networks (outside & inside the US)
- Other Relevant Partners

4.6.3 Transparency & Quality Assurance (50 points)

Confirm your willingness and ability to operate within the National Association for College Admission Counseling (NACAC) Statement of Principles of Good Practice: NACAC's Code of Ethics and Professional Practices (https://www.nacacnet.org/globalassets/documents/advocacy-and-ethics/statement-of-principles-of-good-practice/2017_spgp_cepp_final.pdf). Describe and share examples of:

- Client-facing pricing structure, including specific fees in local currency and USD (students/parents)
- Standard Client (student/parent) terms & conditions and method of sharing
- Client Feedback Loop (students/parents; University; partners & subagents)

Indicate accreditation, recognition by government agencies and/or professional affiliations. If each location holds separate accreditation, recognition and/or professional affiliations, you may choose to include this information in the list/s of physical office locations requested under "Locations" and "Partners and Subcontractors".

Please describe costs incurred by students or families for services provided by Proposer or subcontractors or subagents.

Please list the average total vendor cost to students not including tuition, room and board or any other University fees (please do not list vendor costs, fees, or payments to the University).

Describe how fees and refund policies are communicated to prospective students and parents.

4.6.4 Projected & Recommended Growth at UWO (50 points)

Describe your recommendations and projections for growth by campus, including the Oshkosh, Fox Cities & Fond du Lac campuses, and by student group. Provide a year over year five-year enrollment projection for the groups bulleted below.

- Undergraduate Fox Cities/Fond du Lac campus students
- Undergraduate Oshkosh campus students
 - First year students
 - Transfer students
- Graduate Oshkosh campus students
- Intensive English Program (UW Oshkosh-owned & operated)
- Other as described in the proposed program (if any)

Do not include United States citizens, United States permanent residents, anyone who holds an alien registration card, anyone who has a certificate of naturalization, or anyone who is otherwise eligible to receive U.S. federal financial aid.

Proposed Financial Model

Describe your financial model and include a list of all revenue types, including revenue types from students/parents, the University, and other partners or clients who will be associated with this project. Differentiate between one-time fees, annual fees, per person fees, etc. Include, for example, fees for services, fees for access to technologies, royalties, commissions, and other payments. Do not include fee or revenue amounts here.

Outline your preferences in relation to institutional aid (e.g. tuition remissions, scholarships, grant). Explain how leveraging aid in this way affects student enrollments.

4.6.5 Implementation (100 points)

Propose an implementation plan and timeline. Your Program and Strategy will produce a pilot group for enrollment beginning fall 2020.

University Staffing

Describe the role of University staff on each of the three campuses in the context of your proposal. Estimate the number of University staff hours needed to support UWO's role in meeting proposal goals.

University Staff Travel

Describe University staff travel. Is travel required, recommended, or not recommended?

4.6.6 Proposer Access to Space at University (25 points)

Describe any space needed for use by your employees on one or more of the University's campuses. Include best-case-scenario and minimum requirements. Include square footage. Access to space is at the discretion of University or the county and requires a separately negotiated lease agreement.

4.6.7 Technology & Data (25 points)

Proposer Access to University Technology or Data

Describe any documentation, data, or technology access needs from the University, including student data, University data, access to hardware, software, and electronic or other systems hosted at the University. Access to University technology or data is at the sole discretion of the University.

University Technical Requirements

Describe University technical requirements to access data provided by the Proposer or to communicate or do business with the Proposer. The University does not guarantee an ability to meet technical requirements.

Data Security

Describe compliance with data security regulations in countries where the Proposer operates, including the U.S.

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.

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 and to accept or reject any proposals without penalty. 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 Proposal Submitter 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 State of Wisconsin (rather than relative to competing Proposer Submitter's responses). The Proposals will be scored and ranked independently by each committee member and the resulting scores will be averaged to determine the highest scoring Proposal. The scoring will be divided into two phases as applicable.

PHASE ONE – ALL PROPOSERS

Points

Evaluation and selection of a proposal will be based on the assignment of points by the evaluation committee. (See Point Matrix below.)

Points Matrix

4.1	Purchased Services - USA/ World Trade Organization Government Procurement Agreement	Mandatory
4.2	Proposer Information	Mandatory
4.3	Proposer Experience	Mandatory
4.4	Client List/Reference	Mandatory
4.5	Minimum Order	Mandatory
4.6.1 - 4.6.7	Functional Requirements	Points
	Item	Points
	Program and Strategy	150
	Industry Experience	100
	Transparency & Quality Assurance	50
	Projected & Recommended Growth at UWO	50
	Implementation	100
	Proposer Access to Space at University	25
	Technology & Data	25
	Total	500

PHASE TWO – PRESENTATIONS AND FINANCIAL EVALUATION FROM TOP SCORING PROPOSALS

As determined by the University, the top scoring Proposer(s) from phase one will be invited to participate in phase two, presentations by vendor and have the financials evaluated. Points from phase two will be added to the points accumulated from phase one.

Presentation scoring will be based on additional criteria created and evaluated by the committee. Failure to participate in the presentation may result in rejection of the Proposer(s) proposal.

Financials/Cost will be evaluated on three criteria a) vendor payments as student per enrollment year (lowest cost) b) vendor program expenses to be covered by University (lowest cost) and c) enrollment (highest). Calculation of points awarded to proposals will use the lowest dollar or highest enrollment proposal as a constant numerator and the dollar amount/enrollment 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. For all other non-pricing related responses, points may be awarded relative to the needs of the State of Wisconsin, as solely determined by the evaluation committee members.

<u>Points Matrix</u>	<u>Points Available</u>
Presentation (criteria will be shared at/prior to presentations)	250
Financial/Cost Evaluation:	
• Table 1 – Vendor payments as student per enrollment year	100
• Table 2 – Vendor program expenses to be covered by University	100
• Table 3 – Enrollment	<u>50</u>
	500 POINTS

TOTAL SCORING

<u>Points Matrix</u>	<u>Points Available</u>
Phase One	500
Phase Two	<u>500</u>
	1,000 POINTS

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 file copies of proposals will be available for public inspection. Proposers must schedule document inspection with the Contract Administrator responsible for managing this RFP.

SECTION 6: RFP CHECKLIST AND SUBMITTAL PAGE

NOTE: This form must be returned with your proposal. Numbers for each question below refer to the corresponding section of this document that explains the requirement. Proposer may attach additional relevant information to their proposal response; identify sections to which information applies.

6.1 Proposer has reviewed and agrees to all terms and conditions in sections, subsections and included paragraphs:

		YES	NO
3.1	Entire Contract	_____	_____
3.2	Contract Administrator	_____	_____
3.3	Term of Contract	_____	_____
3.4	Contract Termination	_____	_____
3.5	Orders	_____	_____
3.6	Firm Prices	_____	_____
3.7	Payment Terms	_____	_____
3.8	Invoicing Requirements	_____	_____
3.9	Purchasing Card	_____	_____
3.10	On Site Service	_____	_____
3.11	Requirements for Criminal Background Checks	_____	_____
3.12	Employee Identification	_____	_____
3.13	Travel Per Diem	_____	_____
3.14	Campus Delivery Requirements	_____	_____
3.15	Acceptance and Testing (Post-Award)	_____	_____
3.16	Insurance	_____	_____
3.17	Activity Reports	_____	_____
3.18	Record and Audit	_____	_____
3.19	Performance Meetings	_____	_____
3.20	Subcontracting	_____	_____
3.21	Fair Price Analysis	_____	_____
3.22	Severability	_____	_____
3.23	Environmentally Responsible ("Green") Product	_____	_____
3.24	Energy Star	_____	_____
3.25	Supplier Diversity	_____	_____
3.26	Debarment	_____	_____
3.27	Promotional Materials/Endorsements	_____	_____
3.28	Electronic Commerce/Online Ordering	_____	_____
3.29	Additional Services	_____	_____

6.2 Proposer has responded to ALL items in Section # 4," Requirements of ALL RFPs". _____(Initial)

6.3 Proposer has completed ALL the required attachment forms.

_____ YES _____ NO

6.4 Proposer agrees to the State of Wisconsin Terms and Conditions (Attachment A) and Supplemental Standard Terms and Conditions for Procurements for Services (Attachment B)

_____ YES _____ NO

6.5 In preparing this RFP, this Proposer has not been assisted by any current or former employee of the State of Wisconsin whose duties relate to this RFP and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFP. _____(Initial)

6.6 **CONTRACT ADMINISTRATOR:**

The contract resulting from this RFP will be administered by the University of Wisconsin Oshkosh through the Vice Chancellor of Administrative Services and/or designated contract administrator. The contract administrator may assign a person to be responsible for day-to-day operations, support, and contract compliance.

Any correspondence, price lists or other documents must include reference to RFP number **BPK-20-198** and be sent to Brian Klinger, 800 Algoma Blvd, Oshkosh, WI, 54901. UW Oshkosh Administrative Services is authorized to give the approvals required under this contract on behalf of the University.

The Proposer certifies by submission of the RFP 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. _____ (Initial)

In signing this RFP, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the University Purchasing Services RFP document on file shall be controlling. 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 RFP; that this RFP has been independently arrived at without collusion with any other Proposal submitter, competitor or potential competitor; that this RFP has not been knowingly disclosed prior to the opening of RFPs to any other Proposal submitter or competitor; that the stated statement is accurate under penalty of perjury.

Name and Title of Signing Officer (print)

Company Name and Address

Telephone

Fax Number

Tax I.D. Number

Signature

Date

ATTACHMENT A

Wisconsin Department of Administration

Chs. 16, 19, 51
DOA-3054 (R 03/2019)
Page 1 of 4

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 fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) 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.

19.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 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.

ATTACHMENT B

State of Wisconsin
Department of Administration
Division of Enterprise Operations
DOA-3681 (1/2017)
ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
FAX (608) 267-0600

<http://vendormet.state.wi.us>

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.

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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 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 state.

ATTACHMENT C
FINANCIALS/COST PROPOSAL
(REFERENCE SEPARATE EXCEL DOCUMENT TO COMPLETE)