

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR PROPOSAL (RFP) JD-23-2813

Legal Advice for issues relevant to the UW System

DATE OF ISSUE:

October 5, 2022

Issued By

**University of Wisconsin System Administration
Office of Procurement**

PROPOSAL DUE DATE: November 2, 2022 2:00 PM (CST)

There will be no public opening

Late Proposals will not be accepted and will be rejected!

State of Wisconsin
DOA-3261 (R08/2003)
s.16.75, Wis. Statutes

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

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

AGENCY ADDRESS:

Jacob Dwyer

University of Wisconsin System Administration

Office of Procurement

660 W. Washington Ave., Suite 201

Madison, WI 53703

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

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal #**JD-23-2813**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

November 2, 2022 2PM CST

***ELECTRONIC SUBMISSIONS
ONLY***

Public
Opening

No Public
Opening

X

Name (Contact for further information)

Jacob Dwyer

Phone

608-263-4584

Date

October 5, 2022

Quote Price and Delivery FOB

N/A

Description

REQUEST FOR PROPOSAL (RFP): Legal Advice for issues relevant to the UW System

Payment Terms:

Delivery Time:

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

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

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes No Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification
No.

Social Security No. if
Sole
Proprietor (Voluntary)

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

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Section A Request for Proposal

1 General Information

1.1 Purpose

The University of Wisconsin-System, hereinafter referred to as the “University”, through its Office of Procurement, hereinafter referred to as “Purchasing”, on behalf of The University of Wisconsin-System Office of General Counsel, hereinafter referred to as Department, requests bids for the purchase of legal advice on issues relevant to the UW-System.

1.2 Introduction and Background

The University of Wisconsin System Office of General Counsel "OGC" provides legal representation and advice to the University of Wisconsin System, and those acting on its behalf. The UW System intends to use the results of this RFP to award multiple contracts for these services.

1.3 Scope

From time to time, OGC would benefit from additional expertise in complex legal matters facing the UW System. OGC is requesting proposals from local and national legal firms to provide knowledgeable and timely legal advice on issues relevant to the UW System. It is anticipated that the selected legal firm(s) will provide legal advice in some or all of the following areas:

- Research compliance matters, including federal grant compliance;
- International employment and contracting, including employer requirements and foreign leases;
- NCAA compliance matters;
- Tax law compliance;
- Immigration matters, including employment-based visas;
- Sensitive investigations where outside review is beneficial;
- Litigation assistance where representation by the Wisconsin Department of Justice is unavailable.
- Copyright and trademark matters.
- Compliance with data protection regulations.
- Legal issues related to provision of student health and counseling services.
- General higher education law advising.

Expertise in each area listed above is not required. Rather, responding firms should identify the areas in which they would be suited to provide legal services.

1.4 Deliverables

Prompt oral and written advice in response to OGC requests.

1.5 Timeline

Subject to continuing approval from the Governor's office, retention of contractor for a period of five years. Ability to provide prompt legal analysis in areas of expertise is necessary.

See Requirements and Specifications (Section #4) and/or Cost Proposal Form (Attachment #3) 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.

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

1.6 Organization of this Solicitation Document

This document is divided into three main sections. Section A contains 1) general information; 2) preparing and submitting a proposal; 3) terms and conditions of the contract; 4) proposal requirements and specifications; and 5) details on the evaluation process. Section B contains important Attachments, and Section C contains the State of Wisconsin Standard Terms and Conditions.

1.7 Definitions

The following definitions are used in this RFP:

- **Agent** means UW System Purchasing Agent responsible for this Request for Proposal. Full contact information can be found in Section 3.2.
- **Contractor** means successful proposer awarded a contract.
- **Department** means University of Wisconsin System Office of General Counsel.
- **DVB** means Disabled Veteran-Owned Business.
- **MBE** means Minority Business Enterprise.
- **Proposer** means a firm submitting a Proposal in response to this Request for Proposal.
- **Purchasing card** means State credit card.
- **Purchasing** means the Office of Procurement responsible for the procurement of goods and services for the UW System, located at 660 W. Washington Ave., Madison, WI 53703.
- **RFP** means Request for Proposal.
- **State** means State of Wisconsin.
- **University, UW, or UWS** all mean University of Wisconsin-System.
- **WBE** means Woman-Owned Business Enterprise.

1.8 VendorNet Registration

Registration on the State of Wisconsin's VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Refer to [Bidder Response: Registration and Sign-in Process](#) for further instructions. Registration allows a vendor to:

- Register for a bidders list for commodities/services that the vendor wants to sell to the state.
- Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or Request for Proposal (RFP) with an estimated value over \$50,000.00 in their designated commodity/service area(s).
- Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.
- Only vendors registered, with a valid e-mail address, at the time of the RFB or RFP is posted will receive e-mail notifications of addendums/amendments. Vendors who obtain the RFB or RFP from a third party; through the public notice website; or other means assume responsibility for checking for updates to the RFB or RFP.

1.9 Parking

Parking on and near many UW campuses is limited. The University cannot guarantee convenient parking, nor can it reimburse Contractors for parking fees or violations. Unauthorized vehicles parking in university lots or loading docks without permits may be ticketed and/or towed. The UW System Office of Procurement is not able to have tickets or towing fees reversed.

1.10 Reasonable Accommodation

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

2 Preparing and Submitting Proposal

2.1 Calendar of Events/Timetable

Date	Event
10/5/2022	Date of Issue of the RFP
10/12/2022	Written questions due
10/14/2022 (Estimated)	Answers to Questions Sent to Proposers
11/2/2022	RFP Due Date (Local Madison Time)
11/2/2022 – 11/16/2022	Evaluation of Proposals
Week(s) of November 21 st and/or November 28 th	Oral Presentations (if needed)
Week of December 5 th (Estimated)	Award notification
1/9/2023 (Estimated)	Contract Term Begins

2.2 Submitting the Proposal

Proposers must submit an electronic original, marked as such, with all materials required for acceptance of their bid by the deadline shown on this Request for Proposal. Vendors must also submit one electronic copy with all proprietary information redacted from the Proposal Submittal. The copy must be clearly labeled and marked "Redacted Copy".

Submission must be made to:

University of Wisconsin System, Office of Procurement

Attn: Jacob Dwyer, Procurement Specialist

Via the following email address: jdwyer@uwsa.edu

All Proposals must be received by the University of Wisconsin System Office of Procurement via email jdwyer@uwsa.edu prior to the stated due date of 2pm Central Time November 2, 2022. The Time of Email Receipt of bid to jdwyer@uwsa.edu will be considered the time stamp. Proposals received after the 2pm Central Time November 2, 2022 due date will be considered late and will not be accepted as a legitimate bid.

The instructions for submitting a Request for Proposal submission are as follows:

Strongly preferred Method:

- Place an electronic copy of your complete Proposal Submission in a secure on-line folder which Jacob Dwyer, UWS Procurement Manager is granted permission to access.
- Send Jacob Dwyer, UWS Procurement Manager, a link to access that folder by the due date for submissions, 2:00 p.m., November 2, 2022 at jdwyer@uwsa.edu.
- Files will be downloaded by UWS Procurement upon receipt, but not reviewed until after the due date of this RFP.

Please make certain that the necessary permissions are granted to UWS Procurement to access the folder and download the files. If password protected, please send the password to jdwyer@uwsa.edu via a separate email by the due date specified on this RFP.

If unable to use the Strongly Preferred Method (above):

- Email the RFP as an attachment by the due date for submissions, 2:00 p.m. November 2, 2022 to jdwyer@uwsa.edu.
- Send a separate email with the date and time the RFP was emailed.
- Please be aware that UWS e-mail subsystem may trap e-mail containing large attachments and/or certain types of encryptions and/or embedded macros to subject it to additional screening.
- If possible, please use the “Strongly Preferred Method”.

Note: Allowable Attachment Size for UWSA Email Receipt is 10MB.

2.3 General Instructions

To be considered, Proposers must respond to **each of the requirements listed in Section #4**, and per the Submittal Instructions in Section #2.2. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Responses should be formatted to correspond numerically to the requirements listed in Section #4.

NOTE: Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.4 Incurred Costs

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

2.5 Proposal Organization, Format and List of Requirements

Proposals should be a complete and concise description of the proposer’s ability to deliver the services. Proposers should clarify whether they agree or take exception to each of the specifications. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the headings and subheading as listed in the RFP. Any proposal submitted should provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services proposed.

Complete and return all information noted in **Attachment #5, Bid Submittal Checklist**.

2.6 Oral Presentations

The University at its sole discretion, may require oral presentations to validate information submitted with the proposals. Failure of a proposer to conduct a presentation on the date scheduled may result in rejection of the proposal. These events cannot be used as an opportunity to alter proposals submitted.

2.7 Clarifications and/or Revisions through Designated Contact

All communications and/or questions in regard to this request must be in writing and must reference the proposal number. Proposers are encouraged to e-mail written questions to the Agent.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omissions, or other deficiency in this RFP, they have five (5) business days after the RFP issue date and time to notify, via e-mail, the Agent shown below of such error and request modification or clarification of the RFP document.

If a Proposer fails to notify the Office of Procurement 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.

If it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be posted on <http://vendornet.state.wi.us>.

Any contact with university employees concerning this RFP is prohibited, except as authorized 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.

2.8 Multiple Proposals

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

The University shall only consider proposal alternates from those proposers who have met qualifications and have completed the required submittal format.

2.9 Proprietary Information

As the University is a state agency, any restrictions on the data contained within a proposal submitted must be clearly stated in **Attachment #1, Bidder Required Form (Section 4)**. Proprietary information submitted will be handled in accordance with applicable State of Wisconsin law. It is the proposer's responsibility to defend the determination in the event of an appeal or litigation. Data, documentation, and innovations contained in the proposal become the property of the University. Excessive designation of information as proprietary may result in disqualification of your Proposal.

2.10 Protest and Appeals

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

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

Brent Tilton
btilton@uwsa.edu
Director, UW System Office of Procurement
University of Wisconsin System
660 W. Washington Ave., Suite 201
Madison, WI 53703

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

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

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 JD-23-2813 dated, 11/2/2022 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.

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 JD-23-2813 and be sent via email to the Contract Administrator. The Contractor Administrator is authorized to give the approvals required under this contract on behalf of the University.

- A. The Contract Administrator for the UW System is:

<p>Jacob Dwyer University of Wisconsin System Office of Procurement 660 W. Washington Ave., Suite 201 Madison, WI 53703 Email: jdwyer@uwsa.edu Phone: (608) 263-4584</p>
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- B. Day-to-day operations for the UW System will be handled by:

Quinn Williams University of Wisconsin System Office of General Counsel
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3.3 Term of Contract

The initial term of this contract shall be 1/9/2023 or date of award, through 12/31/2026 or 3 year(s) after date of award. This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing 90 calendar days prior to expiration of the initial and/or succeeding Contract term(s).

3.4 Contract Termination

The University may terminate the Contract at any time, without cause, by providing 30 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.

Should 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 5 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract immediately. Performance failure can be defined but not limited to: failure to provide any of the Terms, Conditions or Specifications.

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.

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 23.0, the University has the right to cancel and terminate the Contract without notice.

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.

All notices of performance failure must be submitted via email to the Contract Administrator. Purchasing shall be final authority for all performance failure determinations not resolved through the Office of General Counsel.

3.5 Firm Prices

Prices remain firm for one year from the date of the signed contract. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

Price increase requests proposed after the initial Contract term, along with an updated Price List, must be received by Purchasing in writing 90 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.

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

Contractor should promptly notify Purchasing of new or discontinued items.

3.6 Payment Terms

Payment will not be made until the item service is determined to meet all specifications and has been accepted by the University of Wisconsin-System. The University will pay the Contract Net 30 days as accepted by the University.

3.7 Invoicing Requirements

Invoices for Purchase Orders:

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

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

- Contractor name
- Remit to address
- Purchase order number
- Date
- Complete description of service
- Prices per the Contract

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

The original invoice must be sent to the UWS Office of Financial Information, 780 Regent St., Suite 255, Madison, WI 53715.

3.8 Travel Per Diems

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

3.9 Insurance

The Contractor shall maintain insurance levels as required in the Standard Terms and Conditions; Section 23.0, the certificate of insurance must be provided upon award.

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

3.10 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.

3.11 Performance Meetings

The Account Representative and/or Proposer 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.

3.12 Subcontracting

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

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.

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

3.13 Fair Price Analysis

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

3.14 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.

3.15 Supplier Diversity

3.15.1 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-System 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 may be requested to provide information about its purchases from Wisconsin certified MBEs.

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

3.15.2 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.

3.15.3 Disabled Veteran Owned Business (DVB)

The State of Wisconsin policy provides that Disabled Veteran-Owned Business Enterprises certified by the Wisconsin Department of Administration 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, with a goal of awarding at least 1% of the contract price to such enterprises.

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

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, State Supplier Diversity Program, 608/267-9550. To view all DVB firms, go to <https://wisdp.wi.gov/search.aspx>, select the DVB box, and click search.

3.16 Discriminatory Boycotts of Israel

Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, Contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

3.17 Debarment

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

3.18 Reporting of Child Abuse and Neglect

If, in the course of providing services to the University, a contractor, organization, or individual (including employees, affiliates or volunteers) (hereinafter "contractor"), 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 has reasonable cause to believe that child abuse or neglect has occurred or will occur, the contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided by University policy. If the child abuse or neglect has any connection to the University, a report must also be made to the University as stated in University policy.

3.19 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.

4 Proposal Requirements and Specifications

This section describes all information that must be presented to have a compliant response to this RFP. You should respond in the same sequential fashion as presented in this section. **Please format your response to correspond numerically with items listed below.** Evaluators will not be expected to pull the responses from an otherwise organized presentation of your qualifications and financial package.

The proposer's response to this subsection must clearly demonstrate the capacity to handle the needs stated in this proposal in addition to the Proposer's 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 services. **Each of the requirements must be responded to in the format and order presented in each section even if the answer is simply yes or no.**

NOTE: Failure to respond to all items in this section may be deemed as sufficient reason to reject any proposal. Points cannot be awarded where responses are not provided.

For any mandatory requirement, please indicate agreement. Failure to meet a mandatory requirement MAY disqualify your Proposal.

4.1 Purchased Services – USA Requirement (Mandatory)

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.

4.2 History and Company Experience (100 points)

4.2.1 Office and/or Branch Offices (10 points)

Please identify the office or branch offices which will perform the requested services.

4.2.2 History and Experience (90 points)

Describe your company history and experience, including with Wisconsin Law, in providing legal services in the areas listed within Section #1.3 for which you would like to be considered.

4.3 Attorney Experience (200 points)

Identify and describe the experience of each person you anticipate would be involved in providing legal advice in the areas for which you would like to be considered.

4.4 Higher Education Experience (200 points)

Describe your experience in providing legal advice in a higher education setting, or other relevant information regarding your firm's experience working in higher education.

4.5 Timeliness (100 Points)

4.5.1 Ability to Respond (50 points)

While response time will necessarily vary by complexity of request, please describe your ability to respond quickly to legal issues raised by OGC.

4.5.2 Response Time (50 points)

Describe your typical response time to clients and the format of that response.

4.6 Staffing (200 Points)

Please provide a description of the process or philosophy your firm utilizes when making staffing decisions. "Staffing" is used here to mean the assigned individuals that would provide legal services upon request.

4.7 Cost (200 Points)

Submit your cost proposal, including hourly rates of those who would be tasked with providing services, on Attachment #3.

5 Evaluation and Award of Contracts

5.1 Proposal Scoring

Proposals meeting mandatory requirements will be reviewed by an evaluation committee and scored against the stated criteria. If no proposer is able to comply with a given specification or mandatory requirement, Purchasing reserves the right to delete that specification or mandatory requirement. In the event that all proposers do not meet one or more of the mandatory requirements, Purchasing reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP. The committee may, at its sole discretion, review references, request oral presentations, and conduct an on-site visit and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises or Disabled Veteran-Owned businesses may have points weighted by a factor 1.05 to provide a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores calculated.

5.2 Scoring Criteria and Method

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

5.2.1 Supplier Diversity Preferences

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

5.2.2 Pricing

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

$$\frac{\text{Lowest Proposed Cost}}{\text{Other Proposer's Cost}} \times \text{Maximum evaluation points given to cost} = \text{SCORE}$$

Other Proposer's Cost
(Varies according to proposal being scored)

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

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

5.2.3 Points

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

Points Matrix		Points Available
4.1	Purchased Services USA Requirement	Mandatory
4.2	History and Company Experience	100
4.3	Attorney Experience	200
4.4	Higher Education Experience	200
4.5	Timeliness	100
4.6	Staffing	200
Total Technical Possible		800 points
4.7	Cost Proposal	200 points
Total Possible Cost Score		200 points
Maximum Possible Total Score		1000 points

Only proposals that have received 500 points or greater on Sections #4.2 through #4.6, will have the Cost Proposals scored. A proposal that receives less than 500 points on Sections #4.2 through #4.6 will be ineligible for further consideration.

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 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. No work may proceed prior to the governor's approval.

Section B Attachments

1 Bidder Required Form – DOA 3832

STATE OF WISCONSIN
DEPARTMENT OF
ADMINISTRATION
DOA-3832 (C01/2018)
S. 16.72 WIS. STATS



STATE BUREAU OF PROCUREMENT
101 EAST WILSON STREET, 6TH
FLOOR
P. O. BOX 7867
MADISON, WI 53707-7867

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):

Section 6: Bidder Identification (Check all that apply)

We claim minority bidder preference [Wis. Stats. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business bidder preference [Wis. Stats. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 7: Bidder Certifications

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. Yes No Unknown

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.

Section 8: Bidder Signature

Name of Authorized Company Representative:	Title:	Phone:	Fax:
Signature of Above	Date:	Email:	

This document can be made available in alternate formats to individuals with disabilities upon request.

2 Affidavit

University of Wisconsin System
 660 W. Washington Ave., Suite 201
 Madison, WI 53703

This completed affidavit must be submitted with the bid/proposal.

Proposer Preference: Please indicate below if claiming a proposer preference:

- Minority Business Preference (§ 16.75(3m), Wis. Stats.) – Must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6th floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.

- Work Center Preference (§ 16.752, Wis. Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

American-Made Materials: The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

- Yes No Unknown N/A (Does not apply)

Services Performed in the United States (2009 Wis. Act 136): All services provided to the University of Wisconsin System or any of its campuses under this proposal will be performed in the United States.

- Yes No N/A (Does not apply)

Non-Collusion: In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the State of Wisconsin in this Announcement of Bid/Proposal and the terms of our Bid/Proposal.

Authorized Representative:		Title:	
	(Type or Print)		
Authorized Representative:		Date:	
	(Signature)		
Company Name:		Telephone:	

3 Cost Proposal Form

Cost which is not specifically identified below will not be compensated under any Contract awarded pursuant to this RFP. **Please include hourly rates for the following titles and any other titles that would be tasked with providing services.**

Title	Hourly Rate
Partner	_____ / hour
Senior Associate	_____ / hour
Associate	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour
_____	_____ / hour

4 Retainer Agreement

Please propose any edits to the following sample Retainer Agreement:

Agreement made on this first day of month, year, at city, Wisconsin between the agency (herein referred to as client) and attorney (herein referred to as attorney): It is expressly understood between parties to this contract that terms hereof are not in full force and effect until written gubernatorial approval has been executed. No disbursements will be made by the State of Wisconsin under this contract until such approval is obtained from the Governor.

Section One

PURPOSE OF EMPLOYMENT

Client hereby retains attorney to provide legal services for the following purpose(s):

Section Two

ATTORNEY'S FEES

Client shall pay to attorney for all services rendered and expenses incurred hereunder the sum of \$ _____ payable at the rate of \$ _____ per month for twelve months. Services include _____. The hourly rate is \$ _____. Further, it is expressly understood that the aforesaid sum includes all costs and travel expenses that may be incurred in connection with the provision of legal services hereunder, as approved by the agency.

Section Three

TERM OF EMPLOYMENT

This agreement shall commence date and remain in effect until date.

Section Four

ACCEPTANCE OF EMPLOYMENT

Attorney will, for a period as specified in Section Three above, devote his/her services to the interests of client and he/she will not, for said period, accept employment of any character which is hostile or adverse to the interest of the client. Attorney's engagement for services hereunder shall extend to any partnership of which he/she shall be a member during the life of the contract. Attorney, during the term of employment, may not represent officers, employees or agents of the agency at any stage in any proceeding in federal, state, county or local court where such proceeding is antagonistic to the agency or any person in his official or individual capacity with the agency, or otherwise presents a professional conflict of interest.

The attorney shall save, keep harmless, indemnify and defend the State of Wisconsin, agency, and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract and the acts or omissions of attorney employees, agents or representatives.

The attorney shall furnish, prior to the commencement of this agreement, a Certificate of Insurance to client (**contact person**, Risk Manager at the **agency**) which indicates the following minimum insurance coverage requirements:

Malpractice Insurance

\$_____ per person

\$_____ each occurrence

Section Five

SUBSTITUTION OR DISCHARGE OF ATTORNEY

Attorney shall be entitled to a prorate fee as established in Section Two above for services actually rendered, should the client discharge or obtain the substitution of other counsel.

Section Six

WARRANTY

Client further represents that the officer executing this agreement has the authority to do so and that such agreement was approved by the **agency**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

agency, by:

agency, Office of General Counsel, by:

name, Agency Head

name, Office of General Counsel

Attorney, by:

name, Attorney

Approved Pursuant to Section 20.930,
Wisconsin Statutes

Governor or Governor's Designee

5 Bid Submittal Checklist

JD-23-2813

Bid Submittal Checklist

Proposal:

- Proposer has responded to all items in Section #4, Proposal Requirements and Specifications
- Proposer has submitted electronic proposal via instruction in Section #2.2, Submitting the Proposal

Required Proposal Documentation:

- Cover Sheet DOA 3261
- Attachment 1: Bidder Required Form DOA 3832
- Attachment 2: Affidavit
- Attachment 3: Cost Proposal Form
- Attachment 4: Retainer Agreement (proposed edits, if any)

Note: This checklist is to help proposers ensure their submittal packet is complete. This sheet does not need to be returned as part of the proposal submittal.

Section C Standard Terms and Conditions

State of Wisconsin Standard Terms and Conditions begin on the following page.

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

Standard Terms And Conditions (Request For Bids / Proposals)

terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

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

Standard Terms And Conditions (Request For Bids / Proposals)

Contractor to comply with terms, conditions, and specifications of this contract

Bidders are encouraged to bid products with recycled content which meet specifications.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

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).

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.

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.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

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.

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.

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, and P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

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.

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.

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.

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.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

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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://vendornet.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.

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- 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.