

REQUEST FOR PROPOSAL: <b>T18-008</b>	THIS IS NOT AN ORDER
<b>Online Degree Program Management Services</b>	
RFP Manager: Tom Scrivener	Release date: 2/14/2018
Email: <a href="mailto:uwmbids@uwm.edu">uwmbids@uwm.edu</a>	Deadline for Questions: 2/26/2018 at 10am CT
See section 3.2 for rules regarding communications during an RFP.	Due Date: 3/12/2018 at 2pm CT
	Amendment Number (if applicable):
<input type="checkbox"/> Public opening <input checked="" type="checkbox"/> No public opening	Available submission methods: <input checked="" type="checkbox"/> Physical Receipt by Purchasing Office (See Section 3.4 for instructions) <input checked="" type="checkbox"/> Email (See Section 3.4 for instructions)
<b>RFP Responsiveness: To be considered responsive, the Proposer must submit the following. Please check off the following:</b> <input type="checkbox"/> MANDATORY: Compliance with RFP form (Exhibit A) (Include under Tab A of response) <input type="checkbox"/> MANDATORY: Request for RFP Cover Sheet (this page), signed by an authorized signatory. (Include under Tab A of response.) <input type="checkbox"/> OPTIONAL: Any exceptions to RFP terms and Conditions. See section 6.0. (Include as Tab A of response). <input type="checkbox"/> MANDATORY: RFP Response, including separate sealed cost proposal (Include under a “Tab B” or label as “Tab B” in your response). <input type="checkbox"/> MANDATORY: Vendor Reference Form (Exhibit D) (Include as Tab B of response). <input type="checkbox"/> MANDATORY: Vendor Information Form - (Exhibit C) (Include as Tab C of response). <input type="checkbox"/> OPTIONAL: Confidentiality Form, if desired (Exhibit B) (Include as Tab C of response). <input type="checkbox"/> MANDATORY: Cost Proposal - (Exhibit E) ( <b>Include in a separate sealed envelope or a separate email attachment</b> ).	
By signing below, Proposer express agrees to all the statements set forth in the Certification of Compliance.	
Name of Authorized Company Representative (Type or Print)	Title:
	Phone (      )
	Email:
Signature of Above	Date
	DUNS #:
	Federal Employer Identification No.
	Social Security # if Sole Proprietor (Voluntary)

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

## 1.0 GENERAL INFORMATION

### 1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for online program management services with the goal of increasing recruitment, enrollment, and graduation of students in fully online degree programs or mostly online degree programs with hybrid components. The initial User of the resulting contract shall be UWM's College of Engineering and Applied Sciences (CEAS) but the contract shall be open to use by other State agencies including UW System campuses and UW-Madison at UWM's sole discretion.

The University of Wisconsin–Milwaukee (also known as UW–Milwaukee or UWM) is a public urban research university located in Milwaukee, Wisconsin. It is the largest university in the Milwaukee metropolitan area and a member of the University of Wisconsin System. It is also one of the two doctoral degree-granting public universities and the second largest university in Wisconsin. As of the 2015-2016 school year, the University of Wisconsin–Milwaukee had an enrollment of 27,156, with 1,604 faculty members. The University consists of 14 schools and colleges, offering 191 degree programs, including 94 bachelor's, 64 master's and 33 doctorate degrees. More information is available at [www.uwm.edu](http://www.uwm.edu)

The university is categorized as an *R1: Doctoral Universities – Highest Research Activity* in the Carnegie Classification of Institutions of Higher Education.

### 1.2 Organization of the RFP.

This RFP is divided into seven sections plus multiple Exhibits and Addendums.

Section 1 – General Information

Section 2 – Requirements

Section 3 – General Information on Submitting a Response

Section 4 - Proposal Organization and Format

Section 5 - Proposal Selection and Award Process

Section 6 - UWM Contract Terms and Conditions (Detailed in Addendum A)

Section 7 - RFP Terms and Conditions (Process for the RFP)

Exhibit A – Certificate of Compliance

Exhibit B – Vendor Information Form, DOA-3077

Exhibit C - Designation of Confidential and Proprietary Information, DOA-3027

Exhibit D – Vendor References, DOA-3478

Exhibit E – Cost Proposal Form

Addendum A - UWM's Contract Terms and Conditions

Addendum B - UWM's Terms and Conditions for the RFP Process

### 1.3 Definitions.

The following definitions are used through the RFP:

BAFO – means Best and Final Offer.

Committee – means the Evaluation Committee which evaluates the Proposals.

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

MBE – means Minority Business Enterprises.

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

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

RFP – means Request for Proposal.

State – means the State of Wisconsin.

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

CEAS – means the College of Engineering and Applied Sciences at the University of Wisconsin-Milwaukee.

1.4 **Scope of Services to be Provided**

The selected Contractor will work closely with the CEAS to provide administrative services including, but not limited to: market research and analysis for program viability, program development, assistance with instructional design, marketing/lead generation/recruitment of prospective students, customer/constituent relationship management, student onboarding and retention services, faculty and staff support, and program evaluation.

Market Research: Provide robust, technically sound analysis of prospective student markets for newly proposed online programs, as well as existing programs that are seeking to expand.

Marketing & Lead Generation: Create messaging and branding aligned with the strategic marketing plan of the University and program-specific attributes to generate quality leads.

Recruitment & Enrollment Services: Document contacts with students through a Customer Relationship Management system (information must be made available to UWM, either through Vendors use of UWM's existing CRM or via regular downloads of information to UWM), qualify student prospects, and counsel students in completing application for admission.

Program Support: Provide guidance, best practices, and assistance with program design and structure.

Student Support: Provide engagement and retention processes and operational procedures that are used at the company to ensure student success.

Faculty Support: Provide faculty support in instructional design, course development, and best practices in online teaching.

24/7 Helpdesk and Technical Support: Provide operational procedures and mechanisms for 24/7 student support.

Accreditation and Authorization Support: Assist University with accreditation processes and state authorization.

Financial Support: Provide investment capital to grow the University's online programs.

Institutional Partnership: Participate in a partnership with the University to determine services to be provided, identify enrollment goals and assess online program readiness.

1.5 **Contract Term**

The resulting contract will be awarded in two phases. Phase One will involve institutional discovery, outlining the financial pro-forma, and agreeing Terms of the Master Agreement for the program decision. If both parties agree to Terms to enter into a partnership, Phase Two of the contract will include the scope of work as generally outlined but not limited to that described in Section 4 of this RFP document and is expected to be an initial period of no more than ten (10) years including optional renewals (with the Terms to be negotiated in Phase One). The University expects that mutually agreed program targets will be established, and that Program Shortfalls may trigger early Termination.

1.6 **Travel Expenses**

UWM anticipates that face-to-face meetings with University personnel may be necessary to effectively carry out the services subject to this bid. Said meetings will usually be held in Milwaukee, Wisconsin. UWM prefers to receive Vendor proposals with the cost component inclusive of all expected travel expenses (i.e. Payment to the Vendor by the University shall not include an additional amount for this purpose.)

If Vendor chooses to propose Travel expenses (including food, lodging, mileage, incidentals, etc.) **as a separate line item in their proposal**, those expenses shall be pursuant to UWM's travel reimbursement limits. That travel policy, limits and information can be found at: <https://uw.foxworldtravel.com/1201-travel-expense-purchase-payment-of-business-air-travel/>

## 2.0 REQUIREMENTS

**Proposer must provide a complete and detailed narrative response to all requirements that can be fulfilled.** Failure to respond to all items in this section may be deemed as sufficient reason to reject a proposal. 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.

**Proposer must provide a separate sealed cost proposal for Phase A Pre-Partnership Discovery as outlined in Section 2.3A**

### 2.1 Mandatory requirements

Provide documentation that clearly describes how the Contractor meets the mandatory requirements listed below:

2.1.1 A minimum of five (5) years demonstrated success in online educational program management, with experience with Carnegie ‘R1’ classified Universities preferred. Extra consideration will be given to proposers with extensive experience with programs in the Engineering or STEM fields.

2.1.2 Conflict of Interest Disclosure: No professional conflict with UWM interests.

Respondents to this RFP must disclose any government agencies or educational institutions in the State of Wisconsin with which they, their principals, or the individuals listed in 2.2.2 are currently doing business or with which they have done business of this same nature over the past three years.

### 2.2 Qualifications

Provide documentation describing the educational and work experiences that relate to the service requirements listed in 2.3. Include the following:

**2.2.1 Experience/Qualifications of Assigned Professional(s)** - Provide a resume for the individuals who will be assigned to perform the services described for the Consultant in this RFP and designate who will have primary responsibility for such services. Also indicate the specific role the listed individual(s) had in the above-referenced services.

With respect to each of the above, experience with governmental clients should be highlighted.

**2.2.2 Current Assignments** Provide a statement concerning your firm’s ability to devote sufficient time and resources to this project in relation to existing assignments the firm and the above-named individual(s) are currently involved with or will become involved with through the contract term.

**2.2.3 References** Proposers must include at least three references (clients/buyers/organizations) with whom the proposer has performed services like that addressed in the Scope of Work (section 2.3) within the last five years.

**Submit references on the Vendor Reference form – Exhibit D.** The results of reference checks will be provided to the evaluation committee and used in scoring the proposal.

### 2.3 Scope of Work Requirements

Provide documentation describing Contractors ability to perform the work outlined in the following outline Scope of Work:

#### A. Pre-Partnership Discovery Phase:

- Market Research:
  - Approach to providing robust, technically sound analysis of prospective student markets for proposed or potential programs, as well as existing university programs that could be prospects for expansion.
  - Approach to providing competitive market analysis.
- Institutional Capacity:
  - Approach to assessing the readiness of the University to provide competitive, quality online programming.
  - Approach to assessing deficiencies of the University and recommending services to be included in the final contract.
  - Approach to advising programs on changes or improvements in programming or services needed to bring programs to scale.
- Financial Projections:
  - Approach to projecting enrollment.
  - Approach to formulating financial projections.
  - Approach to providing financial models and financial details to the University.

#### B. Implementation Plan:

- Marketing and Lead Generation:
  - Approach to developing messaging and branding consistent with the strategic marketing plan of the University and program attributes.
  - Range of marketing services provided for University online program(s) to generate quality leads.
  - Experience in higher education marketing indicative of promoting strong University enrollment growth.
  - Experience in identifying and developing unique leads for online programs and working with cross leads in a complementary manner with the University partner.
  - Commitment to not cross-sell leads to other University partners without consent from the University.
- Recruitment and Enrollment Services
  - Approach to documenting prospective and enrolled student contacts and maintaining accuracy and security of data.
  - Approach to ensuring prospective and enrolled students are counseled about the requirements of their chosen program, technical requirements for online learning, proctoring expectations, admissions requirements, tuition and fees, student support services, and other declarations required by the federal government and regional accreditors.
  - Capacity to share student information collected by the company with the University's Student Information System (PeopleSoft), Customer Relationship Management system (Hobsons) and the Learning Management System (Canvas).
- Program Support:
  - Approach to provide support for overall program design
  - Approach to provide guidance on program delivery structure
  - Capability to adapt and support different models based on determined program needs and solutions
- Student Support:
  - Approach to student engagement and retention and operational procedures used to ensure student success.
  - Retention data and graduation rates for online programs supported by the Contractor at partner institutions.
  - Approach to supporting the University with career services for online students.
- Faculty Support:
  - Approach to providing faculty support for instructional design, course development, and conforming to best practices in online teaching.

- Capacity of faculty support/instructional design personnel to provide assistance, including experience, qualifications, and times of availability.
- Capacity to integrate with the University's existing Learning Management System (Canvas) or other such future LMS that the University may select.
- Approach to adoption of course materials. Does the company place any limitations on the textbooks, digital media, or publishers University faculty may use? Does the company support the active incorporation of Open Educational Resources (OERs) in courses?
- Approach to intellectual property. Does the University and/or faculty retain rights to intellectual property as articulated in University policies?
- Helpdesk and Technical Support:
  - Approach to providing technical support to students.
  - Hours of helpdesk and technical support availability.
  - Variety of modes of support (online, telephone, chat, face-to-face, etc.)
- Accreditation and Authorization Support:
  - Capacity to assist, and experience in assisting, universities with accreditation.
  - Capacity to assist, and experience in assisting, universities with federal Title IV aid approval.
  - Capacity to assist, and experience in assisting, universities with state-level authorization and state authorization reciprocity agreement requirements.
- Institutional Partnership:
  - Approach to helping the University plan for its own expenses within the program.
  - Approach to ensuring the University is not competing (in programming or student recruitment) with other partners of the Contractor. (A current client list with existing programs offered should be provided).
- Revenue and Cost-Sharing Model:
  - Approach to developing a revenue and cost-sharing model.
  - Royalties/commissions structure
- Regulation and Compliance:
  - Approach to protecting the security of students' educational records and data, complying with state and federal laws (e.g. FERPA), and University policies.
  - Approach to adherence with other higher education regulations such as PCI-DSS, protecting personally identifiable information, etc.

**C. Prior Project Performance:**

- Experience with higher education clients similar in profile to UWM, especially the CEAS, and particularly institutions with limited prior experience in fully online program delivery.
- Successful performance on prior projects for other educational institutions, including a list of current clients (preferably public institutions).
- Experience working with institutions employing course-level competency assessments and/or authentic assessment strategies in online courses.
- References from prior and current customers.

### 3.0 PREPARING AND SUBMITTING A RESPONSE

#### 3.1 Calendar of Events

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

Event	Due Date
RFP issue date	Feb 14 <sup>th</sup> , 2018
Last day for submitting written questions	Feb 26 <sup>th</sup> , 2018 by 10am CT
Proposals due	March 14 <sup>th</sup> , 2018 by 2pm CT
Evaluation Period (estimated)	March 19 <sup>th</sup> – 30 <sup>th</sup>
BAFO – DEMOs Period (if required)	April 1 <sup>st</sup> - 15 <sup>th</sup>
Phase 1 (estimated)	May 1 <sup>st</sup> – June 1 <sup>st</sup>

#### 3.2 Communication/Questions

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

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

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the below named individual of such error and request modification or clarification the RFP.

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

Questions concerning this RFP shall be submitted in writing to the RFP Manager listed below:

Tom Scrivener                      Email: [uwmbids@uwm.edu](mailto:uwmbids@uwm.edu)

The subject line of the email must be labeled “RFP T18-008 question”. Questions shall be submitted on or before 10am CT (Central Time), 26<sup>th</sup> February 2018

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

#### 3.3 Addendum

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be issued and posted to VendorNet. It is the Proposer’s responsibility to ensure they are responding to the most up-to-date version of the proposal.

#### 3.4 Submission of the Proposal

##### 3.4.1 Delivery to Purchasing Office

If Proposer is submitting a Proposal by delivery to the Purchasing Office, Proposer shall submit one **(1) original Proposal with a wet signature and (4) copies** in a packaged, sealed envelope plainly marked on the outside with the following information: Proposer’s name, Proposer’s address, and “RFP T18-008”. Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Cost Proposal must be included in a separate sealed enveloped labeled **COST PROPOSAL FROM** (name of firm) T18-008.

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

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

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

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

#### **3.4.2 Delivered via Email**

If a Proposer is submitting a Proposal via email to Purchasing Office, Proposer must submit to **uwmbids@uwm.edu**.

The subject line of Proposer's submission must contain the following: "**RFP T18-008 response**" followed by "**proposer's company name**." Any attachments to electronic submissions must be in Microsoft Word, Microsoft Excel, Microsoft Power point, Adobe PDF, or ZIP file formats and under 10MB in size. UWM will not accept responsibility for any network or power outages that may occur during the transmission of bids.

**Cost Proposal must be included as a separate pdf or Word attachment, to be labeled**

"CostProposal\_from\_(name of firm)\_T18-008"

Submitting a Proposal to any other e-mail address than [uwmbids@uwm.edu](mailto:uwmbids@uwm.edu) does not constitute receipt of a valid Proposal by UWM. Proof of transmission does not constitute proof of receipt.



#### **4.0 PROPOSAL ORGANISATION AND FORMAT**

Proposals must be organized and presented in the order set forth below:

##### **4.1 Tab A – Certificate of Compliance**

Complete and sign the Certificate of Compliance (Exhibit A to this RFP). Check the appropriate corresponding box to each of the questions posed.

Signed RFP Cover Sheet (the first page of this RFP packet)

(Optional) Any exceptions to contract terms and conditions - see section 6.0

##### **4.2 Tab B – Response to RFP**

Mandatory requirements

Capabilities (meeting requirements)

Qualifications

Exhibits B, C and D

##### **4.3 Separate Sealed Envelope or Email Attachment**

Cost Proposal for Pre-Partnership Discovery “Phase One” (Exhibit E)

## 5.0 PROPOSAL SELECTION AND AWARD PROCESS

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

### 5.1 Evaluation

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

### 5.2 Proposal Scoring

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

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

### 5.3 Cost Proposal Scoring

The Purchasing Agent will score the cost proposals by prorating the lowest cost proposal given the highest score. All other Proposers will receive points based on a calculation that computes the relative difference of Each Proposal against the lowest cost.

### 5.4 Evaluation Criteria

The Proposals will be scored using the following criteria:

<u>DESCRIPTION</u>	<u>PERCENT</u>	<u>POSSIBLE POINTS</u>
<b>Technical Capabilities and Approach to Meeting Specification Requirements</b>	50%	500
<b>Qualifications</b>	30%	300
<b>References</b>	10%	100
<b>Cost Proposal</b>	10%	100
Total:	100%	1000

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

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

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

Failure to of a proposer to conduct a presentation on the date scheduled or allow an on-site/proposer site visit may result in rejection of the Proposal. These events cannot be used as an opportunity to alter Proposals submitted.

### 5.6 Award and Final Offers

UWM will compile the final scores for each Proposal. The Award will be granted in one of two ways. The Award may be granted to the highest scoring responsive and responsible Proposer. Alternatively, UWM reserves the right to request one or more respondents to a Best and Final Offer ("BAFO") process. BAFOs may be used when no single response addresses all the specifications, when the costs submitted by all proposers are too high, when two or more proposers are virtually tied after the evaluation process, or when all

proposers submitted responses that are unclear or deficient in one or more areas. If a BAFO is utilized, Proposers may be required to submit revisions to the RFP response. UWM will send out a BAFO request to invited respondents that will set forth the areas of the Proposal to be covered, and the date and time by which the BAFO must be returned. All respondents will be treated equally and no information will be transmitted from one respondent about the other respondent's offer during the process. UWM reserves the right to apply additional criteria not listed in the original RFP to the BAFO process, but any additional criteria will be disclosed to Proposers in the BAFO request. Proposers should not expect that a BAFO will be requested.

#### **5.7 Award Statement**

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

#### **5.8 Notification of Intent to Award**

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

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

Proposers must schedule reviews with the RFP Manager prior to inspecting accepted Proposals.

#### **5.9 Appeals Process**

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

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

Office of the Vice Chancellor, Finance and Administrative Affairs  
Chapman Hall  
2310 E. Hartford Avenue  
Milwaukee, WI 53211

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

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

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

## **6.0 UWM CONTRACT TERMS AND CONDITIONS**

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

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

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

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

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

Exhibit A

**Certification of Compliance**

	Yes	No
The undersigned has legal authority to bind the Proposer to this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned certifies that the information provided in this Proposal is true and it is understood that any false, misleading or missing information may disqualify the Proposal.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned claims minority bidder preference (Wis. Stats. s. 16.75(3m)). Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer 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.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned bidder/proposer is a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned certifies that in connection with this procurement, the prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; that unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition; that each person signing this Proposal certifies that: S/he is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein and that S/he has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or) S/he is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.	<input type="checkbox"/>	<input type="checkbox"/>
By submitting a Proposal, the proposer certifies that no relationship exists between the proposer and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such proposer and another person or firm that constitutes a Conflict of Interest. Further, proposer certifies that no employee of the University whose duties relate to this request for Proposal assisted the proposer in preparing the Proposal in any way other than in his or her official capacity and scope of employment.	<input type="checkbox"/>	<input type="checkbox"/>
The Proposer certifies by submission of the Proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.	<input type="checkbox"/>	<input type="checkbox"/>

Company Name

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Signature

Authorized Representative

\_\_\_\_\_

Type or Print

Date

\_\_\_\_\_

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal T18-008 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/Proposal response be treated as confidential material and not be released without our written approval.

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

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

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

We request that the following pages not be released

Section	Page #	Topic

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

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

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

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

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

Date \_\_\_\_\_

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

Exhibit C

UNIVERSITY OF WISCONSIN-  
MILWAUKEE  
DOA-3477 (R05/98)

Bid / Proposal # T18-008

Commodity / Service

**VENDOR INFORMATION FORM**

**Company and Contact Information**

Company Name:			
Company Website			

**Contact for questions regarding this Proposal**

Name:			
Telephone:		Email	

**Contract Renewals / Problems**

Name:			
Telephone:		Email	

**Invoice Information**

Name:			
Telephone:		Email	

**Affirmative Action (see Addendum A, UWM's Contract Terms and Conditions)**

Name:			
Address:			
City/State/Zip:			
Telephone:		Email	

**Supplier Diversity Reporting (see Addendum A, UWM's Contract Terms and Conditions)**

Name:			
Address:			
City/State/Zip:			
Telephone:		Email	

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

**VENDOR REFERENCES**

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

**Company Name:**

Address:

Contact Person:

Email

Phone Number

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

**Company Name:**

Address:

Contact Person:

Email

Phone Number

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

**Company Name:**

Address:

Contact Person:

Email

Phone Number

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

**Company Name:**

Address:

Contact Person:

Email

Phone Number

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



**COST PROPOSAL:** Must be submitted in a separate sealed envelope within the written proposal package, or, if submitting electronically, sent as a separate email attachment to be titled “CostProposal\_(name of firm)\_T18-008”.

**All Inclusive Rate**– The University is seeking to pay a flat fee for the services as outlined in Section 2.3A of this RFP. The rate must be all-inclusive and include all direct and indirect costs including, but not limited to: overhead, fee or profit, equipment, materials, supplies, managerial support, all documents, forms and reproductions thereof, and clerical services.

**\$ \_\_\_\_\_ rate for Phase One - Pre-Partnership Discovery**

**Other Services:** UWM reserves the right to have Contractor provide additional services at the same rate, terms and conditions across the Contractor’s product/service line.

Company Name

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Signature

Authorized Representative

\_\_\_\_\_

Type or Print

Date

\_\_\_\_\_

## ADDENDUM A: UWM's Contract Terms and Conditions

**Term.** The contract shall be effective on the date indicated on the purchase order or the contract execution date, whichever comes first, and shall run for three years from the date, thereafter with the option to renew annually by mutual written consent of both parties for three additional one-year terms.

- a. **Placement of Orders.** Any orders placed by a UWM employee acting within the scope of their authority shall be subject to the pricing and terms and conditions herein, notwithstanding method of payment or referencing of contract numbers.
- b. **Invoicing/Payment.** UWM will make payment within 30 days of a properly submitted invoice. A properly submitted invoice must include:
  - Contractor's name, remit to address, and purchase order number corresponding to current contract term
- c. A good faith dispute creates an exception to prompt payment.

Unless otherwise agreed, UWM will not pay invoices submitted more than 90 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

UWM reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.
- d. **Pricing Firm.** Prices quoted must be firm for term of the contract as agreed in Phase One. Price increase requests proposed after the initial contract term must be received by Purchasing, Tom Scrivener (scrivene@uwm.edu) in writing for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted ninety (90) days prior to contract renewal. If Purchasing deems cost increases are not acceptable, UWM reserves the right to rebid the contract or to negotiate price increase requests with the Contractor. Acceptance of the price increases shall be in the form of an amendment to the contract publication.
- e. **Entire Agreement.** The following documents shall constitute the entire agreement between UWM and Contractor with respect to the subject matter set forth herein: (1) this Contract, including documents incorporated by reference; (2) any UWM-issued purchase order; (3) RFP T18-008; (4) Supplier's response to RFP T18-008. This Contract supersedes all prior Proposals, understandings and all other documents, oral and/or written, between the parties. In the event of any conflicts or disputes among the documents constituting the Contract, the order of priority to resolve those conflicts shall be the order the documents are listed above. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties. UWM shall not be bound by any terms and conditions included in Supplier's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.
- f. **Contract Administration.** The contract administrator is the RFP Manager. Any correspondence must include reference the RFP number and be sent to the Contract Administrator. The Contract Administrator is authorized to give the approvals required under this contract on behalf of the University. The day-to-day operations are to be handled by a UWM employee to-be-determined.
- g. **Insurance.** The minimum insurance limits found here: <https://www4.uwm.edu/usa/risk/standard.cfm> apply to vendors doing business with the State of Wisconsin.
- h. **Assignment of Personnel.** UWM reserves the right to interview and approve any personnel assigned under this Contract. Should UWM in its sole discretion become unsatisfied with assigned personnel, UWM may request a replacement and Supplier shall replace assigned personnel. UWM retains the right to interview and approve any subsequent personnel to provide services under this Contract.
- i. **Hold Harmless.** Contractor shall protect, defend, indemnify and hold UWM, its officers, employees, agents, contractors and invitees harmless against any suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, its officers, directors, agents or employees or contractors, in prosecuting work under this agreement.
- j. **Independent Contractor.** The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of UWM or the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor

of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

- k. **Subcontracting.** Neither party shall assign or subcontract any of its rights, duties, or obligations under the Contract without the express written consent of the non-assigning party.
- l. **Termination.** Termination may occur:
- i. By UWM, for its convenience by providing thirty (30) days written notice.
  - ii. By UWM or Contractor, if the opposite party fails to perform under the terms of this Contract. In such event, the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 10 calendar days. Should the defaulting party fail to remedy the same within said period, the aggrieved party shall then have the right to terminate this Contract immediately.
  - iii. If at any time the Contractor performance threatens the health and/or safety of UWM, its staff, students or others who may be on campus, or fails to have current certificates of insurance, permits or licenses, UWM has the right to cancel and terminate the Contract without notice and without further liability.
  - iv. UWM reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
  - v. In the event of a termination UWM's liability will be limited to the pro rata cost of the services performed and accepted as of the date of termination plus expenses incurred with the prior written approval of the agency. The Contractor shall refund to UWM within 5 business days all payments made hereunder by UWM for work not completed or not accepted by UWM.
- m. **Waiver.** The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.
- n. **Choice of Law.** The laws of the State of Wisconsin shall govern, including its conflict of laws principles. Any claims arising shall be brought in the Milwaukee County Circuit Court or federal court sitting in the eastern district the State of Wisconsin and each party submits to the personal jurisdiction of such courts. In the event of a breach of the Contract, the non-breaching party shall be entitled to assert all of its rights and remedies in law or equity, including, but not limited to, injunctive relief.
- o. **Severability.** If any term, condition, or provision in the resulting Contract is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, the parties shall use their best efforts to agree to such amendments that shall preserve, as far as possible, the intentions expressed in the Contract.
- p. **Compliance with Law.** The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. UWM reserves the right to cancel this contract if the Contractor fails to follow the requirements of s.77.66, Wis. Stat, and related statutes regarding certification for collection of sales and use tax. UWM also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- q. **Antitrust Assignment.** The Contractor and UWM recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by UWM. Therefore, the Contractor hereby assigns to UWM any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- r. **Assignment.** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of UWM.
- s. **Nondiscrimination/Affirmative Action.** In connection with the performance of work under this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

- t. **Vendor Tax Delinquency.** Contractors who have a delinquent Wisconsin tax liability may have their payments offset by UWM or the State of Wisconsin.
- u. **Promotional Advertising/News Releases.** Reference to or use UWM, the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- v. **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.
- w. **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.
- x. **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.
- y. **Recordkeeping and Record Retention.** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances. UWM shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/Proposal held by the contractor. The Contractor shall retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- z. **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.

## **ADDENDUM B: UWM's Terms and Conditions for the RFP Process**

**a. Incurring Costs**

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

**b. Multiple Proposals**

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

**c. Amending a Proposal**

A Proposer desiring to amend its Proposal before the RFP due date may do so by filing an amended Proposal at the address set forth in Section 3.2.

**d. Withdrawal of Proposal**

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

**e. Reasonable Accommodations**

UWM will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a Proposal opening/vendor conference, contact the RFP Manager set for herein at uwmbids@uwm.edu.

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

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

**g. Supplier Diversity**

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

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

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

**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.

**DVB:** The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to

Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

**h. eSupplier Portal / VendorNet Registration**

Registration on the State of Wisconsin's eSupplier Portal and VendorNet Systems (<https://esupplier.wi.gov> and <http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

- Register for a bidders list for commodities/services that the vendor wants to sell to the state.
- Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a request for bid (RFB) or a request for proposal (RFP) with an estimated value over \$50,000 in their designated commodity/service area(s).
- Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

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

**a. Reference Checks**

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

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

**b. Disclosure of Independence and Relationship**

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.

**c. Deviations and Exceptions**

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the 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 proposers shall be held liable.

**d. Unfair Sales Act**

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

**e. Acceptance-Rejection**

The State of Wisconsin reserves the right to accept or reject any or all bids/Proposals, to waive any technicality in any bid/Proposal submitted, and to accept any part of a bid/Proposal as deemed to be in the best interests of the State of Wisconsin. UWM further reserves the right to waive any mandatory requirement if fewer than 50% of the Respondents are able to comply with the requirement.

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

**Public Openings:**

Bid/Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to the award of the contract.

**f. 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.

**g. Background Checks of Contracted Individuals**

This contract is contingent upon, prior to the commencement of services, the contractor passing a criminal

background check by a criminal background check vendor that includes a check of the vendor's proprietary national criminal background check database. 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.

If, in the course of providing services to UWM, the 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, the contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UWM's [Child Abuse and Neglect Policy](#) (UWM S-64). If the suspected child abuse or neglect involves an allegation against a UWM employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UWM campus or during a UWM-sponsored event, the contractor shall also report to the UWM Police Department or UWM's [Office of Equity and Diversity Services](#) .

**h. On Site Service**

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