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| --- |
|  **University of Wisconsin - Madison** |
| **REQUEST FOR PROPOSAL**THIS IS NOT AN ORDER**OFFICIAL SEALED****PROPOSAL NUMBER: 17-5693** **NO PUBLIC OPENING****ISSUE DATE: 05/25/16** **DUE DATE: 06/17/16 2:00 PM CDT** | **AGENT:** Crescent Kringle**Questions regarding this proposal** – **see Section 2.7****For Submittal Instructions & Proposal Response Format – see Sections 2.2 and 2.3.** |
| Proposal prices and terms shall be firm for sixty (60) days from the date of proposal opening, unless otherwise specified in this Request for Proposal by the UW-Madison Purchasing Services.If **NO BID** (check here) and return. |
| **CONSULTATION SERVICES FOR FORWARD MADISON PROJECT STRAND EVALUATION** |

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

By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such proposer and another person or firm that constitutes a Conflict of Interest. Further, proposer certifies that no employee of the University whose duties relate to this request for proposal assisted the proposer in preparing the proposal in any way other than in his or her official capacity and scope of employment.

The Proposer certifies by submission of the proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

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**Section #1: General Information**

## 1.1 Purpose

The University of Wisconsin-Madison, hereinafter referred to as the “University”, through its Purchasing Services Department, hereinafter referred to as “Purchasing”, is requesting proposals for the School of Education, hereinafter referred to as “Department”, for the purchase of Consultation Services for Forward Madison Project Strand Evaluation.

**Introduction and Background**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide program evaluation for Forward Madison project strand work.

Through Forward Madison: A Collaborative of Learning and Leadership, Madison Metropolitan School District (MMSD) and UW-Madison’s School of Education have partnered to create a strategy to grow, induct, and support new educators in Madison schools. The partners have been in the process of co-creating and implementing the following project strands *(*seeAttachment E):

1. **Induction:** creating programmingfocused on developing the capacity of new educators, instructional coaches and new school leaders.

**New Educator Mentoring** – partners have been in the process of creating an induction program. Model design includes one-on-one mentoring for MMSD new to the profession educators. Mentors are provided guidance on the mentoring process through monthly meetings. MMSD hires roughly 200 new teachers each year. In addition to one-on-one mentoring, new to the profession educators participate in a series of seminars focused on issues of equity and access. This strand’s evaluation will review this approach to determine if it enhances the development of new teachers in district identified best practices, as well as awareness in issues of equity in the classroom.

**New Principal Coaching** – the program model developed includes coaching, professional development, and creating a professional learning community for new leaders. The new school principals are coached by experienced district principals, meet for seminars focusing on leading high performing teams and leading for equity, and professional learning community work to problem solve around issues of practice. New principal hires have been as high as 10 per year, though are not anticipated to be greater than five in the next few years. This strand’s evaluation will evaluate programming to provide insights on whether this form of induction enhances the development of new administrators.

**Instructional Coaching** – the program model had included development and training in a comprehensive district-wide student-centered coaching model. By working with School of Education staff, consultant Diane Sweeney, and the MMSD Professional Learning staff, district leadership, coaches and teachers are engaging in the student-centered coaching model. Curriculum, scope and sequence are in place. Curriculum is delivered in a blended learning approach with core content contained in an online course supplemented with face-to-face practice and embedded coaching. Coaching instruction will be used for all staff supporting instructional learning from coaches to leadership positions. This strand’s evaluation will evaluate if the district’s adaptation to a student-centered teaching model is enhancing the development of classroom teachers.

1. **Workforce Diversity**: partners are working collaboratively to plan and conduct a series of activities with the goals of raising the visibility of and promoting teaching as a profession with under-represented MMSD high school students. In the first year, T.E.E.M. Scholars was launched and is continuing to develop.

**T.E.E.M. Scholars** – (**T**omorrow’s **E**ducators for **E**quity in **M**adison) is a grow your own program developed to diversify the teacher workforce in Madison schools. T.E.E.M. Scholars is a pre-collegiate program designed to prepare students for college and careers in education. This strand’s evaluation will evaluate the impact participating in TEEM Scholars has had on the student’s commitment to teach; their view of the community and desire to create change in the school system and community; and, if the programming is on target to be an effective grow-your-own program.

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1. **Continued Professional Learning** - UW-Madison School of Education is planning to develop relevant and affordable programs and professional learning experiences related to Forward Madison project strand initiatives for new educators and principals, mentors, and instructional coaches. This strand is currently being developed.

In order to inform programming and to make adjustments as needed, project strand activities have been collecting data, including: surveys; participant logs; interviews; and, focus group discussions.

Forward Madison Project Strand program evaluation services are necessary to support compliance with the partnership memorandum of agreement, to guide continuous improvement of this high-intensity partnership, and to inform development of the best practice framework.

There will be two separate evaluation teams working on different components of the Forward Madison Partnership. The team chosen through this RFP process will be focusing on the project strand activities. Another evaluation team is focusing on the overall partnership and assessing the progress of partnership-level activities including, identifying relationships between the partnership and project-level activities and outcomes. As there is overlap between the two, the evaluation teams will need to coordinate activities to share data, program documents, and analysis during the evaluation and upon the evaluation’s conclusion. These activities may also include coordination of evaluation questions, tasks, and deliverables throughout the lifecycle of the evaluation.

**Scope**

***Project Description:***

Forward Madison is requesting proposals from qualified proposers to provide project strand evaluation services to support compliance with the memorandum of agreement between MMSD and UW-Madison School of Education, guide continuous improvement of programming from this high-intensity partnership, and inform development of the best practice framework.

The outcome of the project would involve the following:

1. Design and implement a rigorous, mixed-method evaluation for Forward Madison project strand work to occur during the 2016-17 academic year. The evaluation work can begin prior to or on July 1, 2016.
2. Prepare written reports:
	1. March 2017, summary report to be provided to MMSD Board of Education for April 2017 review of high intensity partnership review cycle.
	2. Year-end report through June 2017, including a presentation on evaluation findings to key stakeholders. – submitted August 2017.
3. Provide consultation and capacity-building opportunities to Forward Madison. Through this evaluation process we hope to identify areas in need of adjustment to meet goals. Through the constructive feedback process, we will work to address and improve project strand programming and opportunities for future collaboration. The budget for this evaluation project will not be greater than $250,000.

***Objectives:***

The services required should include a plan that identifies proposed research methodology, explanation of specific deliverables, key milestones and completion dates.

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

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## 1.2 Organization of this Solicitation Document

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

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

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

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

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

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

## 1.3 Definitions

  The following definitions are used throughout the Special Conditions of Proposal:

 **Agent** means UW Madison Purchasing Agentresponsible for this Request for Proposal. Full contact information can be found in Section 2.7.

 **Board** means Board of Education for the Madison Metropolitan School District

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

 **Department** means UW Madison School of Education, Forward Madison.

 **District/MMSD** means Madison Metropolitan School District.

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

 **MBE** means Minority Business Enterprise.

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

 **Purchasing card** means State credit card.

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

 **RFP** means Request for Proposal.

 **State** means State of Wisconsin.

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

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

## 1.4 VendorNet Registration

 Registration on the State of Wisconsin’s VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

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

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

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

## 1.5 Parking

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

## 1.6 Reasonable Accommodations

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

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

## 2.1 Applicable Dates

|  |  |
| --- | --- |
| **Date**May 25, 2016June 2, 2016June 17, 2016 -- 2:00 PM CDT | **Event**Date of Issue of the RFPWritten questions dueRFP Due Date (Local Madison Time) |

**2.2 Submittal Instructions**

**PROPOSALS MUST BE DELIVERED TO:**

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

**NUMBER OF COPIES TO BE SUBMITTED:**

**Four (4)** hard copies of the completed proposals, including the signed original, may be mailed, delivered by Proposer, or by a third-party/courier service **in a sealed envelope or package with the RFP number on the outside.   One (1)** CD/DVD/Flash Drive copy of the proposal must also be submitted.  Proposals must be received and date/time stamped prior to 2:00 p.m. CDT on the stated proposal due date. Proposals not so date/time stamped shall be considered late.  **Late proposals shall be rejected.**

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

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

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

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

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

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

**RETURN ADDRESS LABEL:**

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

|  |
| --- |
| **PROPOSAL****NUMBER: 17-5693****DUE DATE: 06/17/16 TIME: 2:00 PM CDT****SHIP FROM:****VENDOR NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SHIP TO:****UNIVERSITY OF WISCONSIN-MADISON****PURCHASING SERVICES****21 N PARK ST, SUITE 6101** **MADISON, WI 53715-1218** |

**2.3 Proposal Response Format**

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

**Tab 1:**

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

**Tab 2:** Responses to specifications in Section 4. – Specifications (Sections 4.1 – 4.5).

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

**Tab 4:** Other

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

## 2.4 Incurring Costs

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

2.5 Proposer Conference:

 A Proposer’s Conference may held if proposer questions and requests for clarification so dictate. In most cases, proposer questions and answers will be issued in the form of an Amendment which will be sent to all recipients of the initial RFP. If you think you need accommodations, contact Agent.

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

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

## 2.7 Clarifications and/or Revisions through Designated Contact

 All communications and/or questions in regard to this request should be in writing and must reference the proposal number. Proposers are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

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

 ADMINISTRATIVE: Crescent Kringle

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: crescent.kringle@wisc.edu

PHONE 608/262-5321 -- FAX 608/262-4467

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

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

Any contact with University employees concerning this RFP are prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the 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.

## 2.9 Proprietary Information

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

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2.10 Appeals Process:

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

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

The Office of the Chancellor

The University of Wisconsin-Madison

500 Lincoln Drive

Madison, Wisconsin 53706

 with a copy to:

Director of Purchasing Services

University of Wisconsin-Madison

**21 N Park St, Suite 6101**

**Madison WI 53715-1218**

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

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

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

**3.1 Entire Contract**

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

 A. Contract Award Letter

 B. Original Request for Proposal Number 17-5693, dated May 25, 2016 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.

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

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

## 3.2 Contract Administrator

 Any correspondence must include reference to Contract number 17-5693 and be sent to the Contract Administrator. The Contract Administrator is authorized to give the approvals required under this contract on behalf of the University.

 A. **University**

 The Contract Administrator for the University is:

Crescent Kringle

University of Wisconsin-Madison

Purchasing Services

**21 N Park St, Suite 6101**

**Madison WI 53715-1218**

Phone (608) 262-5321 -- FAX: (608) 262-4467

Email: crescent.kringle@wisc.edu

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

Ann Halbach

Forward Madison

225 N. Mills Street

Madison, WI 53706

PHONE 608-262-1187

EMAIL ah@education.wisc.edu

## 3.3 Term of Contract

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run through December 31, 2017, with an option to renew for two (2) additional one-year periods, if additional funding becomes available.

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## 3.4 Contract Termination

 3.4.1 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.

 3.4.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: failure to adhere to acceptable timeliness, failure to respond promptly to communication requests, failure to meet benchmarks or milestones as identified, repeated customer complaints or failure to provide any of the Terms, Conditions or Specifications.

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

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

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

 3.4.6 All notices of performance failure must be submitted in writing to Purchasing, **21 N Park St, Suite 6101, Madison, WI 53715-1218.** Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

**3.5 Orders:**

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

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

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

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

## 3.6 Firm Prices

 Prices must remain firm for the initial contract term. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

 Price increase requests proposed after the initial Contract term, along with an updated Price List must be received by Purchasing in writing 30 calendar days prior to the effective date of proposed increase for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part. Acceptance of the price increases shall be in the form of an amendment to the contract.

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

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## 3.7 Payment Terms

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

**3.8 Invoicing Requirements**

 **Invoices for Purchase Orders:**

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

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

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

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

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

***Purchasing Card:***

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

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

## 3.9 On Site Service

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

## 3.10 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.

##

## 3.11 Insurance

 The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon award.

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

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## 3.12 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.

## 3.13 Performance Meetings

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

3.14 Subcontracting**:**

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

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

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

## 3.15 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.

## 3.16 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.

**3.17 Supplier Diversity**

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

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

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

The supplier/contractor 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.

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 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.

 **3.17.2 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.

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

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

## 3.18 Debarment

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

3.19 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.

**3.20 Additional Items/Services:**

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

## 3.21 Right to Approve Changes in Staff

 The University shall have the absolute right to approve or disapprove a proposed change in the assigned staff. The University, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The University shall not unreasonably withhold its approval.

## 3.22 Ownership of Data/Work Product

 University and Contractor agree that all Work Products produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by University. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

 If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to University the right, title and interest in and to all rights in the Work Product. Contractor shall retain the right to use all source code created as a result of custom software development.

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 Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the University. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), shall be transferred to University with a nonexclusive, royalty-free, irrevocable license to translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. University shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right received by Contractor with respect to any Preexisting Material delivered under this Contract. The University shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

 Contractor recognizes and agrees that the University data is and shall at all times remain confidential to University (for itself and on behalf of its designated Users) and University shall retain all right, title and interest in and to the data. Contractor shall acquire no right, title or interest in or to the data. Contractor further agrees that it shall protect the data and keep such data confidential as required by law.

**3.23 Student Privacy  (FERPA)**

 Proposer must comply with all legal obligations and limitations related to Confidential University Data.  Confidential University Data is defined as any data or information that Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from University or on behalf of the University), or uses in the course of its performance of the contract which include, but may not be limited to: social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 CFR Parts 160 & 164 "the HIPAA Privacy Rule"), collectively referred to as "HIPAA", the Gramm-Leach-Bliley Act, Public Law No: 106-102 (“GLB”), Wisconsin state statute 134.98 or any other applicable federal or Wisconsin law or regulation.  Functionality and automatically generated content that includes any Confidential University Data must have mechanisms to comply with the FERPA, HIPAA, GLB, Wisconsin state statutes or any other applicable federal or Wisconsin law or regulation, and UW Policies.

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**Section #4: Requirements and Specifications**

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

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

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

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

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

**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 Introduction (Mandatory)**

The proposer should describe a mixed-method evaluation plan for this high-intensity partnership that is focused on growing, inducting and supporting educators in Madison schools. Information provided should confirm the firm understands the work to be performed. Proposers should describe techniques that would be employed to complete this project.

**4.3 Organization Capabilities (100 Points)**

Describe the firm’s experience and capabilities in providing services similar to what is described within this RFP. Be specific and identify projects over the last five years involving if possible similar partnerships and school districts similar in size and demographics to the Madison Metropolitan School District. Include dates, key contacts at each location, and a summary of the results of the project.

**4.4 Staff Qualifications (100 Points)**

Provide resumes describing the educational and work experiences for each of the **key** staff who would be assigned to the project.

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**4.5 Deliverables (600 Points)**

Describe the evaluation approach including, a description of how the list of deliverables outlined below will be provided and also indicate the proposed timeline or time requirements for completing each task.

* Review and respond to evaluation questions in consultation with Forward Madison.
	+ Through this evaluation we are interested in learning what is working within the project strands and what factors need to be in place to reach the Forward Madison Memorandum of Agreement goals and objectives.

 *Principal Induction*

* *To what extent, or if at all, has the development and implementation of this induction model including one-to-one coaching, new leader professional development, and professional learning community support of practice enhanced the development of our new school leaders?*

 *New Educator Induction*

* *To what extent, or if at all, has the development and implementation of this induction model including one-to-one mentoring and new educator professional development seminars enhanced the development of our new school educators toward district best practices and classroom equity and access?*

*Instructional Coaching*

* *To what extent, or if at all, has the district-wide implementation of the student-centered coaching model* *enhanced the work of advancing teacher practice and been adopted as a common method of identifying student learning goals?*

*Workforce Diversity*

* *To what extent, or if at all, have initiatives raised visibility of and promotion of teaching as a profession with under-represented MMSD high school students? Is the current programming on target to be an effective grow your own program?*
* Design and implement a mixed-method evaluation plan that may include but is not limited to literature review of relevant research, focus groups of relevant stakeholders, review of program development and activities including materials, surveys, reviews, site visits, descriptive analysis of program outcome deliverables and ability to meet these targets. Data already collected includes surveys, participant logs, digital interviews, focus groups, as well as existing district administrative data (e.g. test scores, Educator Effectiveness scores.)
* Provide full written report, executive summary and related presentations for stakeholders.
* Provide consultation on research-based program practices and capacity-building opportunities to Forward Madison.

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

## 5.1 Proposal Scoring

 Proposals meeting mandatory requirements will be reviewed by an evaluation committee and scored against the stated criteria. If no proposer is able to comply with a given specification or mandatory requirement, Purchasing reserves the right to delete that specification or mandatory requirement. In the event that all proposers do not meet one or more of the mandatory requirements, Purchasing reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP. The committee may, at its sole discretion, review references, request oral presentations, and conduct an on-site visit and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises or Disabled Veteran-Owned businesses may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores calculated.

## 5.2 Scoring Criteria and Method

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

 **Supplier Diversity Preferences**

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

 **Pricing**

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

 Lowest Proposed Cost

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

 Other Proposer's Cost

 (varies according to proposal being scored)

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

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

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 **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 Introduction Mandatory

4.3 Organization Capabilities 100 Points

4.4 Staff Qualifications 100 Points

4.5 Deliverables 600 Points

 **Total Technical Possible 800 points**

 **Total Possible Cost Score 200 points**

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

Only proposals that have received 500 points or greater on Sections 4.3 through 4.5, will have the Cost Proposals scored.  A proposal that receives less than 500 points on Sections 4.3 through 4.5 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 of contract(s) as a result of this RFP. After notification by Purchasing of the intent to award,file copies of proposals will be available for public inspection. Proposers must schedule document inspection with the Contract Administrator responsible for managing this RFP.

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**ATTACHMENT A - VENDOR INFORMATION FORM**

**VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL RESPONSE.**

1. **Company and Contact Information**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Company Website** |  |

**Contact for questions regarding this Proposal**

|  |  |
| --- | --- |
| Name: |  |
| Telephone: |  | Fax |  | Email |  |

**Contract Renewals / Problems**

|  |  |
| --- | --- |
| Name: |  |
| Telephone: |  | Fax |  | Email |  |

**Sales Representative**

|  |  |
| --- | --- |
| Name: |  |
| Telephone: |  | Fax |  | Email |  |

**Ordering / Expediting**

|  |  |
| --- | --- |
| Name: |  |
| Telephone: |  | Fax |  | Email |  |

**Returns**

|  |  |
| --- | --- |
| Name: |  |
| Telephone: |  | Fax |  | Email |  |

**Invoice Information**

|  |  |
| --- | --- |
| Name: |  |
| Telephone: |  | Fax |  | Email |  |

**Affirmative Action (see Section 17 in** [**Standard Terms and Conditions**](http://www.bussvc.wisc.edu/purch/stdterms1.html)**)**

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| City/State/Zip: |  |
| Telephone: |  | Fax |  | Email |  |

**Supplier Diversity Reporting (see Section 3.17)**

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| City/State/Zip: |  |
| Telephone: |  | Fax |  | Email |  |

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**VENDOR INFORMATION FORM CONT.**

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC),  Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites:

 <https://wisdp.wi.gov/Home.aspx>  or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

 \_\_\_\_ Minority (MBE) \_\_\_\_ Work Center (WC) \_\_\_\_Disabled Veteran-Owned Business (DVB)

\_\_\_\_ Woman Owned Business Enterprise (WBE) \_\_\_ Not applicable

 (If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. **Pursuant to Public Law 95-507**, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: [www.sba.gov/](http://www.sba.gov/)). (**Check √ all that apply**.)

 \_\_\_\_\_\_\_\_\_\_\_\_ LARGE BUSINESS (LG)

 \_\_\_\_\_\_\_\_\_\_\_\_ SMALL BUSINESS (SB)

 \_\_\_\_\_\_\_\_\_\_\_\_ VETERAN OWNED SMALL BUSINESS (VOSB)

 \_\_\_\_\_\_\_\_\_\_\_\_ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

 \_\_\_\_\_\_\_\_\_\_\_\_ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)

 \_\_\_\_\_\_\_\_\_\_\_\_ SMALL DISADVANTAGED BUSINESS (SDB)

 \_\_\_\_\_\_\_\_\_\_\_\_ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE:** **Wisconsin Statutes 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. “Substantially equal” means when bids are tied or proposal scores are equal. Indicate whether the material covered in your bid/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

5. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University’s preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK© (or similar), Vermiculite or mix starch and Styrofoampeanutsunder any circumstances. Each product shall be separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

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**ATTACHMENT B – COST PROPOSAL FORM**

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFP.

|  |  |
| --- | --- |
| **DESCRIPTION** | **PRICE** |
| **Flat fee for Consultation Services for Forward Madison Project Strand Evaluation** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**MILESTONES AND ACHIEVEMENTS**

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

A typical payment plan could include:

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

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**ATTACHMENT C - CLIENT REFERENCE LIST**

PROPOSER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer must supply a client list of three (3) firms to which similar items/services have been provided during the past three (3) years to comparable sized institutions or companies.  If contacted, information received from those clients will be used to determine whether Proposer can reasonably meet contract requirements and specifications.

1. Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax/Internet address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

2. Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax/Internet address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax/Internet address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**References may be contacted to confirm the Bidder’s abilities and qualifications as stated in the Bidder’s response. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System. The University reserves the right to disqualify any Bidder whose references don’t support their stated claim of qualifications in their response.**

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# ATTACHMENT D: STANDARD TERMS AND CONDITIONS

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 necessaryto establish equivalency. The UW-Madison shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates 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. 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.

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 University.

4.0 **QUANTITIES:**  The quantities shown on this request are based on estimated needs. The University reserves the right to increase or decrease quantities to meet actual needs.

5.0 **PRICING AND DISCOUNT:** The University qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

 5.1 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 therequestor 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.

 5.2 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 University 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 industry-wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

 5.3 In determination of award, discounts for early payment will only be considered when all other conditions are equaland when payment terms allow atleast fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

6.0 **UNFAIR SALES ACT:** Prices quoted to the University are not governed by the Wisconsin Unfair Sales Act.

7.0 **ACCEPTANCE-REJECTION:** The University 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 interest of the State of Wisconsin.

8.0 **ORDERING:** Purchase orders or releases via purchasingcards shall be placed directly to the Contractor by University. No otherpurchase orders are authorized.

9.0 **PAYMENT TERMS AND INVOICING:** The University 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.

 9.1 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. Invoice payment processing address is shown on the upper left corner of the purchase order. Send invoices to the Accounts Payable address on the purchase order. Do not send invoices to the ship to address.

 9.2 Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.

 9.3 Bidders/proposers shall include discounts for early payment (See 5.3) as a percent reduction of invoice. Invoice discounts shall be determined, where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

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 9.4 Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

 9.5 Payment terms and invoicing for purchasing card will be made in accordance with the purchasing card contact.

10.0 **TAXES:** The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.

 10.1 The University, an agency of the State of Wisconsin, 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 University 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.

11.0 **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.

12.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as aresult of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University.

13.0 **APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, 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 shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

14.0 **ANTITRUST ASSIGNMENT:** The Contractor and the University recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the Contractor hereby assigns to the University any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

15.0 **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 University.

16.0 **DISPUTES:** Disputes should be addressed to the University Purchasing Office, Director of Purchasing Services, 21 N Park St, Suite 6101, Madison, WI 53715 1218.

17.0 **NONDISCRIMINATION/ AFFIRMATIVE ACTION:**

 17.1 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), Wisconsin Statutes, 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.

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

 17.3 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 nondiscrimination law.

 17.4 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.

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 17.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, theContractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees toobtain identical certifications from any subcontractors prior to the award of a subcontract exceeding $25,000 which is not exempt and will retain such certification for audit purposes.

18.0 **PATENT** **INFRINGEMENT:** The Contractor selling to the University 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 University (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.

19.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the University must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

20.0 **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 to UW Safety Department, 30 East Campus Mall, Madison WI 53715-2609.

21.0 **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.

22.0 **INSURANCE** **RESPONSIBILITY:** The Contractor performingservices to the University shall:

 22.1Maintainworker's compensation insurance as requiredby Wisconsin Statutes for all employees engaged in the work.

 22.2 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.

 22.3 The state reserves the right to require higher or lower limits where warranted.

 22.4 Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.

23.0 **CANCELLATION:**  The University reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.

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

25.0 **OMNIBUS RECONCILIATION ACT:** (Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of $25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth $25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.

26.0 **PUBLIC RECORDS ACCESS:** It is the intention of University 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.

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

 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented by Contractor. All data, documentation, and innovations become the property of the State of Wisconsin.

 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Informa­tion form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wisconsin Statutes), 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 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 **ANTI-KICKBACK ACT of 1986:** (41 USC 51 et. seq): To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of theirknowledge, that they haveno information concerning the violation of the Anti- Kickback Act in connection with the submitted bid**/**proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).

30.0 **RECYCLED MATERIALS:** The University is required to purchase products incorporatingrecycled materials whenever technically or economically feasible. Bidders/proposers are encouraged to bid/propose products with recycled content which meet specifications**.**

31.0 **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.

32.0 **PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies (University) 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 University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

33.0 **WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wisconsin Statutes, 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.

1. **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
2. **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.

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1. **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.
2. **CHILD ABUSE NOTIFICATION:** Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes 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.

 A report must be made personally or by telephone to UWPD.

 Reports are to be made to: ***Emergency Phone Number:***  911.

 ***Non-Emergency Phone Numbers:*** UW Police Department608-264-2677.

38.0 **RELEASE OF INFORMATION:** Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University’s prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.

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**ATTACHMENT E – CONCEPT PAPER**



Together with its community, the Madison Metropolitan School District is committed to closing opportunity gaps that exist within our student population. MMSD’s vision, defined in its strategic framework, is that **every school will be a thriving school that prepares every student for college, career and community.** The University of Wisconsin-Madison School of Education shares this vision and commitment. We believe we can significantly impact student achievement and narrow opportunity gaps by working together.

Recognized in 2014 by U.S. News and World Report as one of the top five education schools in the nation, UW’s School of Education embodies teaching for social justice and is rich with researchers, instructors, and resources that could put MMSD on the cutting edge of hiring, supporting and developing the very best educators. School of Education staff and faculty, informed by high quality research, will team with the district to create a multi-year effort focused on talent development. In the future, this model will be used to inform similar work with other districts and partners. The key components include:

1. **Comprehensive Induction Strategy – Professional pathways for teachers, coaches and school leaders**

*A crucial factor for raising student achievement and closing opportunity gaps is the teacher and the school leadership team. We will come together and use relevant research to focus on developing the capacity of new educators, instructional coaches and school leaders, emphasizing both induction and possible adaptations in preparation models.*

 *New Teacher Induction – co-created teacher induction model*

 *Instructional Coaching – co-created instructional coach induction model*

 *Principal Leadership – co-created principal induction model*

1. **Explore Efforts to Improve Workforce Diversity – Early Exposure**

*The partners will collaboratively plan and conduct a series of activities with the goals of raising the visibility of and promoting teaching as a profession with under-represented MMSD high school students. This may include school visits from School of Education faculty and staff; high school course work, job shadowing opportunities, and “future teacher” activities for high school students; collaborations with current precollege programs; and the exploration of financial support from the district and the campus for academically high-performing students from diverse backgrounds who choose UW-Madison for teacher preparation.*

1. **Commitment to Continued Professional Learning – Responsive and Affordable**

*Finally, both MMSD and UW-Madison School of Education believe educational professionals deserve and need continued professional learning opportunities. To support MMSD, UW-Madison School of Education will work to develop relevant and affordable programs and professional learning experiences for MMSD teachers. These experiences will lead to professional learning communities and continue to create an atmosphere of professional growth for the district employees.*

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