

UNIVERSITY OF WISCONSIN-MADISON
PURCHASING SERVICES
21 N. PARK ST. SUITE 6101
MADISON, WI 53715



WISCONSIN
UNIVERSITY OF WISCONSIN-MADISON

Request for Contract Service **#21-5516**

CRISIS COMMUNICATION AND PUBLIC
RELATIONS SERVICES

Official Sealed

Eric J. Thompson

ISSUED DATE: 10/01/2020

DUE DATE: 10/15/2020 2:00 PM CT

University of Wisconsin – Madison

Request for Services

Agent: Eric J. Thompson

Questions regarding this bid – see Section 3.1.

For Submittal of Bid Instructions – See Section #1

THIS IS NOT AN ORDER
Official Sealed

Bid prices and terms shall be firm for sixty (60) days from the date of the bid opening, unless otherwise specified in the Request for Bid by UW-Madison Purchasing Services.

Contract Number: 21-5516

Issued Date: 10/01/2020

Due Date: 10/15/2020

All bid openings will not be done in a public setting due to the Covid-19 pandemic. Results will be e-mailed to all responding bidders as soon as possible after the time and date of the stated bid opening. Bidders can make arrangements to review the bid file at a later date.

If **NO BID** ☐ and return.

CRISIS COMMUNICATION AND PUBLIC RELATIONS SERVICES

For the period 11/01/2020, through 10/31/2021, or one year after date of award, and may be renewed for two (2) additional one-year terms.

The current contract may be viewed at <http://www.bussvc.wisc.edu/purch/contract/wp5516.html>.

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Purchasing Services bid 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid.

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

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

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

Table of Contents

1. Submittal Instructions	4
1.1. Bid Response Requirements:	4
2. General Information	5
2.1. Purpose:.....	5
2.2. Scope:	5
2.3. Definitions:	6
2.4. Orders:	6
2.5. Parking:	7
2.6. Promotional Materials/Endorsements:.....	7
2.7. Supplier Diversity:	7
2.8. Discriminatory Boycotts of Israel:	8
3. RFB Process Instructions.....	9
3.1. Clarifications and/or Revisions through Designated Contact:	9
3.2. Term of Contract:	9
3.3. Oral Presentations, Product Demonstrations and Site Visits (Pre-Award):	9
3.4. Proprietary Information:	9
3.5. Reasonable Accommodations:	10
3.6. Appeals Process:	10
3.7. Method of Bid:.....	10
3.8. Method of Award:	10
4. Bidder Qualifications	12
4.1. Bidder Information:	12
4.2. Bidder Experience:	12
4.3. Client List/References:	12
4.4. Fair Price Analysis:	12
4.5. Minimum Order:.....	12
4.6. Debarment:	12
5. Performance and Contract Requirements	13
5.1. Firm Prices:	13
5.2. On-Site Service:	13
5.3. Special Pandemic and Emergency Operations Considerations:.....	13
5.4. Intellectual Property:.....	13

Contract No.: 21-5516 RFB package
University of Wisconsin
Madison, Wisconsin 53715-1218

5.5.	Additional Services:	14
5.6.	Payment Terms:.....	15
5.7.	Insurance:	15
5.8.	Performance Meetings:.....	15
5.9.	Subcontracting:	15
5.10.	Travel Per Diems:.....	16
5.11.	Activity Reports:	16
5.12.	Contract Termination:	16
5.13.	Other Eligible Purchasers:	17
5.14.	Record and Audit:.....	17
5.15.	Entire Contract:	17
6.	Specifications	19
6.1.	Bid Response	19
6.2.	Emergency Situations:.....	19
6.3.	Employee Identification:	19
6.4.	Purchased Services – USA Requirement:	19
	Attachment A: Bidder Response Sheet	20
	Attachment B: Itemized Bid List	22
	Attachment C: Vendor Information Form	23
	Attachment D: Client Reference List	25
	Attachment E: Standard Terms and Conditions	26
	Attachment F: Personal Services Rider (Non IT)	33

1. Submittal Instructions

ONLY EMAILED BID RESPONSES WILL BE ACCEPTED.

All completed bids must be e-mailed to bids@bussvc.wisc.edu, with the RFB number and vendor name in the subject line. Bids must be received and date/time stamped prior to 2:00 p.m. CT on the stated bid due date.

RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES

Submitting a bid to any other e-mail address than bids@bussvc.wisc.edu does not constitute receipt of a valid bid by Purchasing Services. Proof of transmission doesn't constitute proof of receipt. E-mail submissions of signature pages **should** be a scanned copy of the document with ACTUAL signatures and initials (or **electronic signatures**) and should be received prior to 2:00 p.m. CT on the stated due date.

Contact Purchasing Services Agent listed in Section 3.1 for assistance.

The Maximum file size that can be accepted is 25MB. Please consider sending your submission as a zip file.

1.1. Bid Response Requirements:

In order for your bid to be considered, the following forms/information must be completed and submitted as part of your bid response. Failure to provide these forms/information with your bid submittal may disqualify your bid.

1. Request for Services Form (signed)
2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) ([Attachment A](#))
3. Itemized Bid List ([Attachment B](#))
4. Vendor Information Sheet ([Attachment C](#))

2. General Information

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

2.1. Purpose:

The University of Wisconsin-Madison, hereinafter referred to as the “University”, through its Purchasing Services Department, hereinafter referred to as “Purchasing”, on behalf of the Office of University Relations, hereinafter referred to as “Department”, requests bids for the purchase of Crisis Communication and Public Relations services to support UW-Madison’s Office of University Relations and other Departments on campus, as needed.

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

Background:

The UW-Madison is a large university, both in terms of student enrollment (42,000+), and physical size (936 acres on the main campus). The University has approximately 16,000 employees and 2,000 faculty members. The web site <http://www.wisc.edu> contains many links that will help proposers understand UW-Madison. Fact Books can be found at: <http://www.wisc.edu/about/facts/>

The University of Wisconsin–Madison strives to be a model public university in the 21st century, serving as a resource to the public and working to enhance the quality of life in the state, the nation, and the world. The university will remain a preeminent center for discovery, learning, and engagement by opening new forms of access to citizens from every background; creating a welcoming, empowered, and inclusive community; and preparing current and future generations to live satisfying, useful, and ethical lives. In partnership with the state and with colleagues around the world, the university’s faculty, staff, and students will identify and address many of the state’s and the world’s most urgent and complex problems.

The University’s strategic priorities are as follows:

- Provide an exemplary undergraduate education
- Reinvigorate the Wisconsin Idea and renew our commitment to our public mission
- Invest in scholarly domains in which we have existing or potential strength and impact
- Recruit and retain the best faculty and staff, and reward merit
- Enhance diversity in order to ensure excellence in education and research
- Be responsible stewards of our resources.

2.2. Scope:

The Office of University Relations at the University of Wisconsin-Madison is soliciting proposals from consulting service providers to assist the University as follows:

The Contractor will be asked to guarantee its availability for on-call, on-site communications and public relations assistance and counsel as requested during the term of the agreement. The Contractor also may be asked to provide more routine crisis communications and public relations services during the term of the agreement. Such additional services could include media strategy counsel, background research on media outlets, material writing, third-party outreach and web content development and more.

See Specifications Section 6 for additional specifications for the services desired. 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 negotiate with any contracted vendor(s) to establish additional discounts and/or lower prices for products determined to meet the requirements of a University-led initiative to set product standards. Contract vendor(s) may be asked to provide new, lower prices for these standard products and configurations for a limited, fixed term, to fall within the term of the contract resulting from this Request for Bid/Request for Proposal. The University reserves the right to issue separate contracts for the same or similar services when deemed to be in its best interest.

2.3. Definitions:

The following definitions are used throughout this document:

Agent means UW Madison Purchasing Agent responsible for this Request for Bid. Full contact information can be found in [Section 3.1.](#)

Bidder means a firm submitting a bid in response to this Request for Bid.

Contractor means successful Bidder awarded the bid.

Department means UW-Madison Department of the Office of University Relations,

MBE means Minority Business Enterprise.

DVB means Disabled Veteran-Owned Business.

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

RFB means Request for Bid.

State means State of Wisconsin.

University and UW both mean University of Wisconsin-Madison.

WBE means Woman-Owned Business Enterprise.

2.4. Orders:

Under this contract, Specific order(s), Contract blanket order(s), or Purchasing Card orders (defined below) may be issued to the Contractor(s). Bidder should identify method by which you will accept orders against this contract (e.g. e-mail, fax, internet, mail, phone, etc.).

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

2.4.2. 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.

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

2.5. Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.6. 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.

2.7. Supplier Diversity:

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

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

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

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

2.7.3. Disabled Veteran Owned Business (DVB)

The State of Wisconsin policy provides that Disabled Veteran-Owned Business Enterprises certified by the Wisconsin Department of Administration should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned Businesses or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 1% of the contract price to such enterprises.

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

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

2.8. Discriminatory Boycotts of Israel:

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

3. RFB Process Instructions

3.1. Clarifications and/or Revisions through Designated Contact:

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

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, they have five (5) business days after the bid 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 RFB document.

ADMINISTRATIVE & TECHNICAL:

Eric Thompson UW Purchasing 21 N Park St, Suite 6101 Madison, WI 53715-1218 E-mail: eric.thompson@wisc.edu
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If a Bidder fails to notify the Purchasing Office of an error in the RFB document which is known to the Bidder, or which should have reasonably been known to the Bidder, then the Bidder shall submit a bid response at the Bidder's risk and if awarded a contract, shall not be entitled to additional compensation or delivery or installation 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 RFB, supplements or revisions will be posted on <http://vendornet.state.wi.us> and publicnotices.wi.gov.

Any contact with University employees concerning this RFB are prohibited, except as authorized by the RFB manager during the period from date of release of the RFB until the notice of award is released. Contacting anyone other than the Designated Contact(s) above may disqualify your RFB.

3.2. Term of Contract:

The initial term of this contract shall be 11/01/2020 or date of award, through 10/31/2021 or one (1) year after date of award. The University has the option to renew this contract into its second and third years. Such renewal will be by mutual agreement of University and the Contractor(s).

3.3. Oral Presentations, Product Demonstrations and Site Visits (Pre-Award):

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

3.4. Proprietary Information:

Any information contained in the Bidder'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>

3.5. Reasonable Accommodations:

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations for your site visit, contact Agent.

3.6. Appeals Process:

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

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

The Office of the Chancellor
The University of Wisconsin-Madison
500 Lincoln Drive
Madison, Wisconsin 53715-1218

With a copy to:

Director of Purchasing Services
University of Wisconsin-Madison
21 N Park St, Suite 6101
Madison, Wisconsin 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 the Wisconsin State Statute and/or State of Wisconsin Administrative Code provision(s) allegedly violated.

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

3.7. Method of Bid:

Bidder must submit an hourly rate for each position/title they offer as part of their services in the Itemized Bid List (Attachment B). The resulting contract(s) will be Firm Fixed Rate based on the pricing offered by the contractor in their bid. Prices listed should be in US dollars unless otherwise indicated.

3.8. Method of Award:

Award(s) shall be made on the basis of the lowest hourly rate(s) for service, which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

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 bid when that qualified bid is not more than 5% higher than the apparent low bid 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.

4. Bidder Qualifications

To be eligible for a Contract award, you must be qualified and able to provide the following, as required, or your bid will be disqualified (respond on "Bidder Response Sheet".)

4.1. Bidder Information:

Bidder must complete the attached Vendor Information Form (Attachment D) to identify designated contact people, to provide information regarding the size of the bidder's company, and other information as requested. All sections of this form must be completed.

4.2. Bidder Experience:

Bidder company must be in the business of providing crisis communication and public relations services and must have done so for the past five (5) years.

4.3. Client List/References:

Upon request, bidder must supply a client list of three (3) firms to which similar services have been provided during the past three (3) years to a comparable sized institution or company (see [Attachment D](#)). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.4. Fair Price Analysis:

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

4.5. Minimum Order:

Bids that require any minimum order quantity or dollar amount shall be disqualified.

4.6. Debarment:

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

5. Performance and Contract Requirements

5.1. Firm Prices:

- 5.1.1. 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.
- 5.1.2. Price increase requests proposed after the initial Contract term must be received by Purchasing in writing thirty (30) calendar days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor.
- 5.1.3. Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.

5.2. On-Site Service:

In carrying out the scope of this Contract, the Contractor may be required to perform services on University property. Bidders cost must include all transportation charges. On the Bidder Response Sheet (Attachment A), Please detail any and all charges that would be incurred for deployment of personnel to the UW-Madison campus and list the location from which those personnel would be deployed. Also list your estimated response time after the University notifies you of an incident or need.

5.3. Special Pandemic and Emergency Operations Considerations:

The University of Wisconsin System, individual campuses, municipalities, counties, or the State or Federal government may have emergency orders or guidelines in place mandating or recommending measures such as face masks, protective gear, hand washing, temperature checks, symptom reporting, social distancing, or other temporary public health and safety measures. All suppliers visiting UW campuses or participating in UW sponsored activities, whether on or off campus, must comply with all relevant University, campus, government, and public health and safety mandates and guidelines unless specifically exempted by the applicable legislation, executive order or public health order. UW reserves the right to impose additional health and safety requirements, processes, and procedures at any time. Proposers, contractors and suppliers and their support personnel present in person at any UW site or event must comply with all such applicable measures in effect at that location.

Current UW-Madison established requirements for Vendors/Suppliers can be found [here](#).

5.4. Intellectual Property:

The Contractor warrants that to the best of its knowledge all materials furnished and used are its own original material or material which they have obtained permission to use for the purposes of this Agreement.

The parties agree that Contractor's work under this Agreement is a "work for hire" and that the owner of such work, including any inventions made during the performance of the work, is The Board of Regents of the University of Wisconsin System. If for any reason the work performed by Contractor under this Agreement is found not to constitute a work for hire, then, in consideration for the payment set forth under this Agreement, Contractor hereby assigns all rights in the intellectual property created to The Board of Regents of the University of Wisconsin System.

The Contractor agrees that all other rights pertaining to the work furnished under this agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

5.5. Additional Services:

Additional related services may be added to this Contract at the discretion of Purchasing. Prices shall be consistent with the Contract prices for like services currently included in the Contract.

Contractor should promptly notify Purchasing of new or discontinued services.

5.5.1. **Invoicing Requirements:**

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

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

- Contractor name
- remit to address
- purchase order number
- release number if given
- date of order/release
- item manufacturer's name or abbreviation (if applicable)
- complete item description including catalog, model and/or stock number(s) identical to those stated in bid
- 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 unless the customer identifies and establishes a different bill-to location.

5.5.2. **Purchasing Card:**

Order confirmation shall contain the same detail as listed in Section 5.8.1 and should be sent to the address given at the time of the order is placed.

5.6. Payment Terms:

The total cost to the University for the Performance of the work under this Agreement will not exceed the funding limitation set forth in the University's purchase order or executed Statement of Work and the Contractor agrees to perform the work specified and all obligations under this Agreement within such funding limitation. Contractor agrees to notify the University in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation in an order and will include in such notification an estimate to complete the requirements of the order. The University shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the order, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by the University after the initiation of effort on the work specified in the order, unless and until a change order or amendment to the order increasing the funding limitation is approved by the University.

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

5.7. Insurance:

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

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.

5.8. Performance Meetings:

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

5.9. Subcontracting:

- 5.9.1. Any Contract resulting from this bid 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.
- 5.9.2. 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.
- 5.9.3. Subcontractors must abide by all terms and conditions under this Contract.
- 5.9.4. If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

5.10. Travel Per Diems:

All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility unless specified in the bidder's response below. Payment to the Contractor by the University shall not include an additional amount for this purpose, if not specifically detailed in the Itemized Bid List (Attachment B). In all cases, specific compensation for travel expenses must comply with UW-Madison travel policy and the associated limits.

(see <https://businessservices.wisc.edu/policies-and-procedures/#TravelPolicyProcedure>)

5.11. Activity Reports:

Contractor should be able to report on an annual basis all services purchased against this contract during the designated report period, including but not limited to:

- Date of order/release
- Complete item description including catalog, model and/or stock number(s) identical to those stated in proposal
- Prices per the Contract

5.12. Contract Termination:

- 5.12.1. The University may terminate the Contract at any time, without cause, by providing thirty (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.
- 5.12.2. 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 thirty (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 mutually accepted timelines, failure to respond promptly communication requests, failure to meet benchmarks or milestones, repeated customer complaints, breach of privacy or confidentiality, low quality work product, issues with deliverables, or failure to provide any of the Terms, Conditions or Specifications.
- 5.12.3. 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.
- 5.12.4. 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.
- 5.12.5. 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.

5.12.6. 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.

5.13. Other Eligible Purchasers:

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities, may desire to purchase from this contract.

A Wisconsin municipality is defined by Wisconsin Statute 16.70(8) to include counties, cities, villages, towns, school boards, sewage, drainage, vocational, technical and adult education districts, and other bodies with the power to award public contracts.

5.14. 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.

5.15. Entire Contract:

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The RFB, the bid 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 Bid Number 21-5516, dated 10/01/2020 including amendment/attachments
- C. Bidder response to RFB
- D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid 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 RFB should be submitted with your response and alternative language proposed. Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the bid response as an attachment. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

Contract No.: 21-5516 RFB package
University of Wisconsin
Madison, Wisconsin 53715-1218

Submitting a standard Bidder contract or term and condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

The University reserves the right to negotiate contractual terms and conditions or reject the Bidder's response and proceed to the next qualified bidder.

6. Specifications

Services to be provided:

Services may include media strategy counsel, background research on media outlets, material writing, third-party outreach and web content development. Normal day-to-day services will be performed remotely on an as-needed basis. For major projects or in response to an incident on campus, the University may request that the contractor deploy staff to Madison, WI to provide on-call, on-site assistance and counsel. (Refer to Section 2.1 for the Scope of Services)

In order to demonstrate your organization's ability to provide these services to an institution with the size and complexity of the University, please include background supporting information about your organization. This should include details about your organization's competencies and previous experience supporting major universities through crisis and difficult public relations situations. The information you provide must confirm your organization's capability to assume this responsibility for UW-Madison in order to be eligible for award of this contract.

UW Specifications may not be revised without an official written amendment issued by Purchasing.

6.1. Bid Response

The Bidder's response must be clearly identified, as requested on the Itemized Bid List. Adequate detailed specifications, performance features and details of the services being offered or bid should be included with your bid to ensure that the services being bid can be compared to determine if the services meet all specifications. These will be used to establish equivalency. The University will be the sole judge of equivalent acceptability between Bidders' responses.

6.2. Emergency Situations:

In the event of an emergency situation (pandemic, snow storm, etc.), Contractor may be required to provide the University with the services on this bid, if requested.

6.3. Employee Identification:

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

6.4. Purchased Services – USA Requirement:

The State of Wisconsin requires purchased contractual services to be performed in the United States (Wis Stats 16.705 (1r)). Contractor warrants that the services provided to the University under this contract will be performed in the United States. The inability to perform services in the United States shall be grounds for disqualifying your proposal for this contract.

Attachment A: Bidder Response Sheet

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

SUBMITTAL INSTRUCTIONS

		Yes	No
1.1	Have you completed and returned all forms required?	<input type="checkbox"/>	<input type="checkbox"/>
2.8	Do you certify that neither your organization nor your principals are presently engaged in a boycott of the State of Israel?	<input type="checkbox"/>	<input type="checkbox"/>
	Do you certify that neither your organization nor your principals will, during the term of the contract, engage in a boycott in the State of Israel?	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Do you agree to presentations, demonstrations and/or site visits of the service(s)?	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Are you in a business providing CRISIS COMMUNICATION AND PUBLIC RELATIONS SERVICES and has your company or its principals done so for the past five (5) years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Will you provide a client list, if requested? (See Attachment E)	<input type="checkbox"/>	<input type="checkbox"/>
4.4	What type of documentation (i.e. published price list, list of previous buyers, etc.) will you provide to assist the University in its fair price analysis?		
4.5	Do you agree to no minimum order quantity or dollar amount?	<input type="checkbox"/>	<input type="checkbox"/>
4.6	Do you certify that neither your organization nor your principals are 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"/>
5.1.1	Do you agree to firm prices as stated?	<input type="checkbox"/>	<input type="checkbox"/>
5.1.2	Do you agree with process and timeframe identified for accepting price increase?	<input type="checkbox"/>	<input type="checkbox"/>

Contract No.: 21-5516 RFB package
University of Wisconsin
Madison, Wisconsin 53715-1218

- 5.2 Are you bidding all prices On Site Service? ☐ ☐
(Be sure to read Section 5.2 carefully)
- Added costs for deployment of personnel to campus:

Location of personnel that would be deployed:
_____ (City, State)
- State response time: _____ hours after notification of incident/need
- 5.3 Do you agree to the Special Pandemic and Emergency Operations Considerations? ☐ ☐
- 5.5 Will you agree that all invoices will reflect prices established for items on this Contract for all orders placed even though the Contract number and/or correct prices may not be referenced on each order? ☐ ☐
- Will you accept orders placed using a Purchasing Card? ☐ ☐
If yes, orders placed using a purchasing card must reflect current contract pricing.
- 5.7 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.x and will you add the following language to the insurance certificate? ☐ ☐
"The Board of Regents of the University of Wisconsin System, its officers, employees and agents" are added as an 'additional insured' under the commercial general, and automobile liability policies on any insurance certificate provided.
- 5.9 Do you agree to subcontracting terms and conditions? ☐ ☐
- 5.13 Do you agree to extending the contract to other:
University of Wisconsin campuses? ☐ ☐
State of Wisconsin Agencies? ☐ ☐
Wisconsin Municipalities? ☐ ☐
If yes, indicate whether other charges will be added and what those charges will be: _____
- 5.15 Have you documented exceptions in the format requested? [] N/A ☐ ☐
- 6.2 Are you able to provide the University with services on this bid in the event of a major catastrophic emergency? ☐ ☐

Attachment B: Itemized Bid List

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

Please list your rates for services on a firm fixed rate basis in the table below.

You may add lines, if needed.

Item	Position/Title or Type of Service	Hourly Rate:
1		\$_____ / hour
2		\$_____ / hour
3		\$_____ / hour
4		\$_____ / hour
5		\$_____ / hour
6		\$_____ / hour
7		\$_____ / hour
8		\$_____ / hour
9		\$_____ / hour
10		\$_____ / hour

All non-listed, related services are available at a _____ % discount.

The rates list above for services to be provided under this contract shall be inclusive of all administrative overhead and support necessary for them to carry out their work. The rates shall be inclusive of the following, which may not be invoiced to the University:

- All phone costs
- All incidental copying costs, except copies of presentation materials that may exceed 500 pages cumulatively. In such cases, copy costs shall be 15 cents per copy.
- Travel costs other than air travel, lodging, rental vehicle, and meal per diem while Contractor's staff is working on site.
- All overhead costs including but not limited to: facilities, training, benefits, insurance, and any other cost not directly attributable to the work performed for the University.

In the event the University requests the Contractor to travel, the Contractor must follow State policies / limits and will be reimbursed at State of Wisconsin travel rates only to the extent provided for in Wisconsin Statutes and Administrative Rules. These rates are subject to change. Any difference between State of Wisconsin reimbursement rates and Federal or other reimbursement rates is the responsibility of the Contractor. *(see also Section 5.13)*

Attachment C: Vendor Information Form

VENDOR NOTE: ALL PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE.

1. Company and Contact Information

Company Name:					
Company Website					

Contact for questions regarding this Bid

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](#))

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

Supplier Diversity Reporting (see Section 2.7)

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

Contract No.: 21-5516 RFB package
University of Wisconsin
Madison, Wisconsin 53715-1218

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/). **(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 Styrofoam peanuts under 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).

Attachment D: Client Reference List

Bidder Name: _____

The Bidder must provide a minimum of three (3) business references.

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: _____

3. Reference Name: _____ Contact: _____

Address: _____

Phone #: () _____ E-mail address: _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

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, state agencies, or other state public institutions. The University reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.

Attachment E: 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 necessary to 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 the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 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 equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 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 purchasing cards shall be placed directly to the Contractor by University. No other purchase 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.
- 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 a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the 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 over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the

plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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

- 22.1 Maintain worker's compensation insurance as required by 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.
- 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 their knowledge, that they have no 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 incorporating recycled 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.

- 34.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 35.0 **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 36.0 **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 37.0 **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 Department 608-264-2677.
- 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.
- 39.0 **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.

Attachment F: Personal Services Rider (Non IT)

STATEMENT OF PURPOSE: The Personal Services Rider provides terms and conditions relating to acquisition of personal services wherein the University expects Contractor to furnish personnel to work at the University's general direction in return for payment of a fee based on the amount of time expended by Contractor's personnel. The specifics of the work efforts and target dates for Contractor's personnel will be a part of the University's purchase order(s) under this Agreement.

- 1.0. **ACCEPTANCE/INSPECTION:** All work performed under University purchase order(s) shall be subject to inspection by the University, to the extent practicable at all times and places, but in any event, prior to acceptance. All inspections by the University shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance. Suitable acceptance criteria shall be included in the University's order(s).

The University shall promptly notify Contractor of the results of any inspection or acceptance test it performs. If an acceptance test produces unsatisfactory results, the University shall specifically identify what acceptance criteria could not be satisfied and the particular methodology that was used to reach this conclusion.

- 2.0. **ACCESS TO FACILITIES:** Unless otherwise agreed upon by the parties, any and all access by Contractor's employees to all access locations. Contractor employees shall be subject to the University site's security procedures.
- 3.0. **COOPERATION WITH OTHER VENDORS OR CONTRACTORS:** In the event that the University enters into agreements with other vendors or contractors for additional work, Contractor agrees that its personnel will fully cooperate with such other vendors or contractors. Contractor's personnel shall not commit any act which will interfere with the performance of work by any other contractor or by the University. Contractor's personnel will cooperate with University personnel to insure successful completion of all projects.
- 4.0. **KEY PERSONNEL:** Contractor agrees that it will furnish the University with a means of identifying all personnel assigned to perform work under this Agreement and furnish the University with security credentials on these personnel, if requested.
- 5.0. **LIMITATION OF COST:** It is hereby stipulated and agreed that the total cost to the University for the performance of the work under this Agreement will not exceed the funding limitation set forth in the University's purchase order and the Contractor agrees to perform the work specified and all obligations under this Agreement within such funding limitation. Contractor agrees to notify the University in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation in an order and will include in such notification an estimate to complete the requirements of the order. The University shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the order, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by the University after the initiation of effort on the work specified in the order, unless and until a change order or amendment to the order increasing the funding limitation is approved by the University.
- 6.0. **PROGRESS REPORTS:** As requested, Contractor shall submit a progress report to the University signed by an authorized officer of Contractor on a weekly basis. Such progress report shall describe the status of Contractor's performance since the preceding report, including the products delivered, the progress expected to be made in the next period. Each report shall describe Contractor's activities by reference to the work schedule included in the University's

order. Reports shall be sent to the Technical Contract Administrator designated by the University.

7.0. RESPONSIBILITIES OF CONTRACTOR: Contractor agrees:

- 7.1. To perform those tasks and deliver the products identified in the University's order(s) identified under the heading "Scope of Work."
- 7.2. To comply with all security regulations in effect at the University's premises, and externally for materials belonging to the University or to the project.
- 7.3. To assign on a full-time basis Contractor's employees, agents or representatives to assist in fulfilling its performance under this Agreement.
- 7.4. To appoint a Contract Administrator who will be available for liaison and consultation with the University. The Contract Administrator shall have authority to make managerial and technical decisions concerning the services deliverable under this Agreement.
- 7.5. As applicable, to correct any errors in the work found by the University or Contractor for a period of twelve (12) months after acceptance by the University. These corrections will be coordinated with the University's Technical Contract Administrator and will commence within forty-eight (48) hours after the University's written notification to Contractor.

8.0. RESPONSIBILITIES OF THE UNIVERSITY: The University agrees:

- 8.1. To arrange for necessary cooperation by the University's officials and employees, including providing access to such records and other information needed by Contractor to carry out the work set forth in the University's order.
- 8.2. To appoint a Contract Administrator for liaison and consultation with Contractor. The Technical Contract Administrator shall have authority to make managerial and technical decisions concerning services deliverable under this Agreement and to accept or approve Contractor's work on behalf of the University. The Technical Contract Administrator can not amend or modify the provisions of this Agreement.

9.0. 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.

10.0. TERMINATION: The University reserves the right to terminate this Agreement per the terms of the Request for Proposal Contract Section 3.7. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the University's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the University, times the corresponding payment for completion of such work as set forth in the University's order(s).

Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of this Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

- 11.0. **TIME PERIOD:** The term of this Agreement shall commence on the date specified on the University's order and shall continue until all work as specified on the University's order(s) has been accepted by the University, or until otherwise terminated under the provisions contained herein.
- 12.0. **TRAVEL EXPENSE:** Contractor shall not charge the University for any travel expense without the University's prior written approval. Upon obtaining the University's written approval, Contractor shall be authorized to incur travel expense payable by the University at actual costs only and only to the extent provided by Wisconsin Statutes and Administrative Rules.
- 13.0. **WARRANTY OF OPERATION:** Contractor warrants that any work products delivered hereunder will, at the time of delivery, be free from defects and will meet the specifications set forth in the University's solicitation document and order, and Contractor will without charge to the University correct any such defects and make such additions, modifications, or adjustments to the work product as may be necessary for the work product to be in accordance with the specifications of the contract.
- 14.0. **INTELLECTUAL PROPERTY:** University shall own all Intellectual Property in any deliverable created under this agreement. The University may grant Contractor use of its Protected Intellectual Property but only by a negotiated and written agreement identifying the conditions under which the Intellectual Property may be used.