

**University of Wisconsin System Administration**

**REQUEST FOR PROPOSAL**

**PROPOSAL #** **21-0009-TDP**

**OFFICIAL SEALED**

ADVISORY SERVICES FOR THE DEVELOPMENT OF REAL PROPERTY

 **Todd Pooler**

**ISSUED DATE: 11/13/2019**

**DUE DATE: 12/16/20 2:00 PM CST/CDT**

**University of Wisconsin System Administration**

|  |  |
| --- | --- |
| **Request for Proposal**THIS IS NOT AN ORDER**OFFICIAL SEALED** Proposal Number: 21-0009-TDP**NO PUBLIC OPENING** **Issued Date**: 11/13/2019**Due Date**: 12/16/20 2:00 PM CST/CDT  | **Agent: Todd Pooler**Questions regarding this proposal – see Section 2.6For Submittal Instructions & Proposal Response Format – see Section 2.2 and 2.3 Proposal prices and terms shall be firm for sixty (60) days from the date of the proposal to the opening, unless otherwise specified in this Request for Proposal by the UWSA Purchasing Services. If NO BID (check here) [ ]  and return.  |
| **ADVISORY SERVICES FOR THE DEVELOPMENT OF REAL PROPERTY** |

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UWSA 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: | Date:  |
| Signature: |
| Type or Print Name:  |
| Title:  |
| Telephone Number: ( ) | Fax Number: ( ) |
| Email address:  |
| Fein Number: | DUNS #:  |

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# General Information

## Purpose:

The University of Wisconsin System Administration hereinafter referred to as the “University”, through its Purchasing Services Department, hereinafter referred to as “Purchasing”, requests bids for the purchase of ADVISORY SERVICES FOR THE DEVELOPMENT OF REAL PROPERTY.

## Background:

The purpose of this Request for Proposal is to solicit a financial advisory firm(s) with proven experience in structuring and assessing real property development opportunities for higher education institutions. The chosen firms experience must, at a minimum, include feasibility analysis, determining partnership options, financial analysis, valuation comparison between investment scenarios, and assessment of a variety of real estate development opportunities that may be unique to higher education. It is desired that the chosen firm will have experience in advising higher education institutions with the development of a variety of uses including student housing, specialized athletic facilities such as an artificial turf fieldhouse, and/or mixed-use commercial projects. The proposer must be aware that the selected advisory firm will not be eligible to compete for the award of the real estate development or participate in any of the partnership opportunities that could develop within the selected projects.

## Scope:

The University of Wisconsin System is seeking a consultant(s) to provide a wide range of advisory services to assist in the identification of real estate development opportunities. The project will be organized by phases based on milestones to be satisfied before a project is to proceed to the next phase. Each phase follows general tasks the selected firm is expected to provide:

**Phase I**

* Identify possible opportunities for new development or private investment on Board of Regent owned land.
* Assist institutions in evaluating real estate development opportunities currently being considered including market research and feasibility analysis, cash flow analysis including projected revenue to the institution, examination of various partnership models including investment by the institution, probability of local government approvals.
* Evaluate and refine proposed development and reinvestment opportunities through various partnership and development models, which include public-private partnership. If development potential exists, the advisor may proceed to the next phase.
* If desired by the institution, conduct focus group or engage campus constituency in market research for desired development.

**Phase II**

* Assist in development of a Request for Proposal (RFP) to solicit interested partners to participate in identified real estate investment opportunities. The RFP shall include proposed land use or development plans for proposals deemed viable to the advisor and UWSA. The basis for comparison includes the project delivery model, institution investment requirements, fulfillment of need of the institution and UWSA, and financial benefit to each participating institution.
* Evaluate each proposal and provide a financial analysis outlining the benefits to the institution, the differences in ownership models, development fees, rent structure, sensitivity to differing occupancy, operating costs, length of term, and outline of possible risks. Additionally, similar focus group engagement may be desired in this phase of the process.

**Phase III**

* Recommend an ownership model that fits the requirements and needs of the institution while explicitly recognizing established Board of Regent policies, statutory limitations including state bonding restrictions, and other regulatory such documents that may be necessary for implementation of the proposal.
* Continue as an advisor during negotiations with respondents and the review of the partnership agreements and other final contracts. The advisor would continue in their capacity with UWSA and the institution to facilitate the design, pricing, negotiation of contracts, and financing.
* As an additional scope of work, the advisor may extend the contract to perform as the institution’s owner’s representative during the construction phase of the project.

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

The University reserves the right to negotiate with any contracted vendor(s) to establish additional discounts and/or lower prices for products determined to meet the requirements of a University-led initiative to set product standards. Contractor 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.

All University of Wisconsin System Administration Institutions must be eligible to purchase from this contract.

## 1.4 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).

## 1.5 Definitions:

The following definitions are used throughout this document:

**Agent** means UWSA Purchasing Agent responsible for this Request for Proposal. Full contact information can be found in Section 2.6.

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

**Department** means a department within a UW Campus

**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 within University of Wisconsin System Administration responsible for the procurement of goods and services.

 **RFP** means Request for Proposal.

 **State** means State of Wisconsin.

 **University** and **UW** both mean University of Wisconsin System Administration (UWSA).

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

## VendorNet Registration:

Registration on the State of Wisconsin’s VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Refer to [Bidder Response: Registration and Sign-in Process](https://esupplier.wi.gov/starcontent/eSupplier/eSupplier%20-%20Registering%20as%20a%20Bidder.pdf) for further instructions. Registration allows a vendor to:

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

## Parking:

University parking is very limited. Each Contractor and/or employee(s) shall make their own arrangements for parking. No additional costs will be allowed for parking fees or violations. Reasonable Accommodations:

## 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.

# Preparing and Submitting a Proposal

## Applicable Dates:

|  |  |
| --- | --- |
| **Date**  | **Event**  |
| 11/13/2020 | Date of Issue of the RFP |
| 12/4/2019 | Written questions due |
| 12/16/2020 | RFP Due Date (Local Wisconsin Time) |
| 1/18/21 - 1/22/2021 | Interviews |

## Submittal Instructions:

**PROPOSALS MUST BE EMAILED TO:**

TPOOLER@UWSA.EDU and NWBids@UWSA.EDU

**NUMBER OF COPIES TO BE SUBMITTED:**

One (1) electronic copy of the proposal must be emailed to the address above. The date and time on the email will be used to determine if the proposal was received by the deadline. 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**

Submitting a proposal to any other e-mail address thanTPOOLER@UWSA.EDU and NWBids@UWSA.EDU does not constitute receipt of a valid proposal by Purchasing Services. Proof of transmission does not constitute proof of receipt. E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials and must be received prior to 2:00 p.m. **CST/CDT** on the stated due date.

## 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.
* Bidder Response Sheet Attachment A
* Vendor Information Form, Attachment B
* Client Reference List, Attachment D

**Tab 2**: Responses to specifications in Section 4.

**Tab 3**: Cost Proposal, Attachment C

**Tab 4**: Other

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

## Incurring Costs:

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

## 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 to validate information submitted with the proposals. 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 events cannot be used as an opportunity to alter proposals submitted.

Interviews will be scheduled with Proposers that meet the points requirements outlined in section 5.2.2. Interviews will be scheduled between January 18 to January 22. Interviews will be one and a half hours in duration and will be conducted virtually. Additional information will be provided to those proposers that meet the required criteria once the scoring is complete.

## Clarifications and/or Revisions through Designated Contact:

All communications and/or questions regarding this request must 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, omissions 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:

|  |
| --- |
|  Todd Pooler |
| University of Wisconsin System Administration Purchasing |
| Room 133, Suite 130 |
| 110 University Services Building, 817 South Broadway |
| Menomonie, WI 54751 |
| E-mail: tpooler@uwsa.edu  |
| PHONE 608-890-0128 |

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 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 Contacts(s) above may disqualify your RFP.

## 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.

## 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>

## 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 UWSA, written notice of intent to protest must be received by:

|  |
| --- |
| The Office of the President |
| The University of Wisconsin System Administration |
| 1720 Van Hise |
| Madison, Wisconsin 53715-1218 |

With a copy to:

|  |
| --- |
| Director of Purchasing  |
| University of Wisconsin System Administration |
| 780 Regent St, Suite 105 |
| Madison, Wisconsin 53715-1218 |

The complete protest must be received by the President and the Director of Purchasing 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.

# Terms and Conditions of Contract

## 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:

1. Contract Award Letter
2. Original Request for Proposal Number 21-0009-TDP dated, 11/13/2019 including amendments/attachments
3. Proposer response to RFP
4. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Proposer with the proposal or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFP should be submitted with your response and alternative language proposed.

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

## Contract Administrator:

Any correspondence must include reference to Contract number 21-0009-TDP and be sent to the Contract Administrator. The Contractor Administrator is authorized to give the approvals required under this contract on behalf of the University.

1. University

The Contract Administrator for the University is:

|  |
| --- |
|  Todd Pooler |
| University of Wisconsin System Administration Purchasing |
| Room 133, Suite 130 |
| 110 University Services Building, 817 South Broadway |
| Menomonie, WI 54751 |
| E-mail: tpooler@uwsa.edu  |
| PHONE 608-890-0128 |

## 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 for 3 years from that date, with an option to renew for 2 additional 1 -year periods.

This contract shall automatically be extended into its fourth and fifth years unless the Contract Administrator is notified in writing by the Contractor; or the Contractor is notified by the Contractor Administrator in writing 30 calendar days prior to expiration of the initial and/or succeeding contract term(s).

## Contract Termination:

* + 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.
		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 15 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract immediately. Performance failure can be defined but not limited to not responding to inquiries, failure to provide adequate advice or failure to provide any of the Terms, Conditions or Specifications.
		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.
		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. 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.
		6. All notices of performance failure must be submitted in writing to Purchasing, 780 Regent St, Suite 105, Madison, WI 53715 Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

## Orders:

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

* + 1. Specific order(s): issued as one-time orders
		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. Purchasing Card order(s): issued as one-time order(s).

## Firm Prices:

Prices 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.

Prices increase requests proposed after the initial Contract term, along with an updated Price List, must be received by Purchasing in writing 60 calendar days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part.

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

Contractor should promptly notify Purchasing of new or discontinued items.

## Payment Terms:

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

## Invoicing Requirements:

Invoices for Purchase Orders:

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

Work may be conducted concurrently at multiple locations. Completed work and billing must be tracked per each institution and individual project. Invoices shall be sent to the address listed on the Purchase Order that the vendor receives at the time of order.

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

* Contractor name
* remit to address
* purchase order number
* release number if given
* date of order/release
* Campus to whom the services were provided
* complete item description including service(s) provided, dates of service(s), name of the contractor providing services, and hourly rate.
* prices per the Contract

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

*Purchasing Card:*

Order confirmation shall contain the same detail as listed above and should be sent to 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.

## F.O.B. Destination:

Delivery will be made by common carrier or Contractor’s truck, with unloading to be performed by the carrier/contractor and carton(s) transported to the interior/ground floor or inside dock at various locations. Proposal prices must include all packing, freight, insurance charges and installation/operation manuals, excluding any import/export costs.

If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified on the Cost Proposal form. This additional cost will be added to the proposal total and will serve as the basis for determining the award.

Indicate on the Cost Proposal Form the Country of Origin and Shipping Point.

**For University Imports**: See Section 3.10

Failure to bid FOB DESTINATION delivery charges and risk of loss borne by the Contractor in proposal price or discount may disqualify your proposal.

## Requirements for Criminal Background Checks:

***Background Checks of Contractors***

This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW’s Policy on Mandatory Reporting of Child Abuse and Neglect (“the Policy”). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, Contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the Contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

## 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.

## Insurance:

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0 A certificate of insurance must be provided upon award and provided on an annual basis throughout the term of the Contract.

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

## Activity Reports:

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

* Contractor name
* remit to address
* purchase order number
* release number if given
* date of order/release
* Campus to whom the services were provided and UW Contact
* complete item description including service(s) provided, dates of service(s), name of the contractor providing services, and hourly rate.
* prices per the Contract

## 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.

## Performance Meetings:

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

## Subcontracting:

* + - Any Contract resulting from this proposal shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 for.
		- 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 more than the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.
		- Subcontractors must abide by all terms and conditions under this Contract.

## 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.

## 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.

## Environmentally Friendly (“Green”) Product:

Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase “Green” products wherever feasible or possible based on individual project needs and funding available.

## Supplier Diversity:

* + - **Minority Business Enterprise Program (MBE)**

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin System Administration-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](https://wisdp.wi.gov/search.aspx%20) select the MBE box and click search.

* + - **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.

* + - **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.

## 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.

## Debarment:

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

## 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.

# 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.

## Purchased Services – USA Requirement:

The State of Wisconsin requires purchased contractual services to be performed in the United States. Some exceptions apply, including procurements subject to the conditions of the World Trade Organization Government Procurement Agreement (WTOGPA) and those listed in (Wis. Stats. 16.705 (1r). Subject to these exceptions, Contractor warrants that the services provided to the University under this contract will be performed in the United States. The inability to perform required services in the United States shall be grounds for disqualifying your proposal for this contract.

## 4.2 Company Background (Mandatory)

4.2.1Supplier or Principle shall have a minimum of five (5) year experience in Real Estate Market analysis and/or Feasibility.

4.2.2. Provide names, résumés and roles of personnel who would be working on this engagement if your firm is selected. Résumés shall include education, experience, license, and/or certifications of each employee.

4.2.3 If subcontractors or consultants are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications, and a brief description of the subcontractors’ organizational capacity and qualifications.

## 4.3 Organization Capabilities

* + 1. Describe your direct experience facilitating public-private and/or 501(c)3 real estate developments for higher education. Please include examples of resulting agreements, acknowledging confidentiality restrictions.
		2. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Wisconsin System. What differentiates you from your competitors? In the response, please demonstrate that your firm is a recognized leader in the services covered in this document.
		3. Describe your firm’s understanding of the current higher education needs and the need for partnering with the private sector as described in Specifications/Scope of Work detailed in this document. Include in your response what challenges you believe higher education faces in this area
		4. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
		5. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any acquisitions or mergers in the last three years. Is the company publicly or privately held?

## Financial Stability

* + 1. Tell us the percentage of your business you expect this assignment would represent? No financial statements are required to be submitted with your responses, however, prior to an award the University may request up to three (3) years of audited financial statements from your company, credit reports and letters from your bank and suppliers.

## Experience

**Phase I**

4.5.1 Please describe your experience and methodology used in evaluating a large-scale, institutional, real estate portfolio for possible redevelopment or investment. Please provide a list of real estate developments your firm was involved in by identifying; 1) your firm’s role; 2) the institution; 3) the previous land use; 4) the re-developed land use; 5) how the project was financed.

* + 1. Please describe your experience and methodology for conducting market analysis for mixed-use real estate development. and provide a sample of analysis work you have done for similar projects
		2. Please indicate the metrics your firm would use to determine if development potential exists.

**Phase II**

* + 1. Financial / Ownership Options a. Please describe your experience and methodology for evaluating and recommending financial models for higher education including the sort of benchmarks you would use for evaluation. Please provide examples of different financial / ownership models where your firm has assisted including public/private and 501(c)3 approaches. Please provide a sample of a financial recommendation you have done for similar projects

**Phase III**

* + 1. Competitive Public Procurement

a. Please describe your experience and methodology for facilitating a public competitive procurement initiative.

* + 1. Owners Representative.

a. Please describe your experience and methodology for acting as an owner’s rep for public/private development projects

b. Please provide specific examples where your firm has provided this service

## Miscellaneous Other

* + 1. Additional Capabilities a. Please describe any additional capabilities / expertise not previously covered which would be of benefit to this initiative
		2. Describe your recommended engagement strategy for phases 1, 2, and 3 including roles and responsibilities for a successful project.
		3. Alternative approach. Are there alternative approaches for meeting an institutions real estate needs that UWSA should consider?
		4. Progress reporting. Please describe how your firm would communicate project status and progress throughout the initiative. A sample project status report would be helpful.

# Evaluation and Award of Contract(s)

## Proposal Scoring:

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

## Scoring Criteria and Method:

For each response required of the Proposer in Section #4, total possible points available for each response are listed below (section 5.2.2). 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  | 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.

* + 1. 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.

**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.)

|  |  |  |
| --- | --- | --- |
| Section | Description | Points Available |
| 4.2 | Company Background | Mandatory |
| 4.3 | Organization Capabilities | 75 points |
| 4.4 | Financial Stability | 75 points |
| 4.5 | Phase I Experience | 150 points |
| 4.6 | Phase II Experience | 100 points |
| 4.7 | Phase III Experience | 75points |
| 4.8 | Other Miscellaneous | 25 points |
|  | Total Technical Points | 500 points |
|  |  |  |
|  | Total Possible Cost Points | 500 points |
|  |  |  |
| Total Points (Technical + Cost) | 1000 points  |

Only proposals that have received 300 points or greater on Sections 4.2 through 4.8, will have the Cost Proposals scored. A proposal that receives less than 300 points on Sections 4.2 through 4.8 will be ineligible for further consideration.

## 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 the Proposers responding to the RFP.

## Contract Award:

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

## Notification of Award:

All proposers who respond to this RFP will be notified in writing of the University’s award contract(s) because 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.

# 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.

|  |  |  |
| --- | --- | --- |
| Section | Question/Deliverable | Do you comply or have you provided requirements? Check box (X) |
| Yes | No |
| 1.6 | Have you registered on VendorNet? |   |   |
| 2.2 | Have you provided one (1) electronic copy of your proposal to the correct email addresses? |   |   |
| 2.3 | Have you provided each of the required documents and Information? |   |   |
| 3.1 | Have you documented any Deviations or exceptions? |   |   |
| 3.5 | What type of orders do you accept? |   |   |
|   | E-Mail |   |   |
|   | Fax |   |   |
|   | Internet |   |   |
|   | Mail |   |   |
|   | Phone |   |   |
|   | Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   |   |
| 3.8 | Have you provided an insurance certificate? |   |   |
| 3.13 | Can you provide the activity reports are required? |   |   |
| 3.16 | Will your company be subcontracting? If yes you must provide the required Information. |   |   |
| 3.21 | Do you certify that neither your organization nor your principals are presently engaged in a boycott in the State of Israel?  |   |   |
| 3.21 | 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?  |   |   |
| 3.22 | Is your company currently Debarred from doing business with the UW System? |   |   |
| 3.22 | Do you agree to notify the University if your company is debarred during the duration of the contract? |   |   |
| Section 4 | Have you provided answers to ALL of the questions in this section? Failure answer all of the questions or not providing complete answers will reduce your score.  |  |  |
| 4.1 | Do you certify that all contractual services will be performed within the USA? |   |   |
| Attachment B | Have you provided your company information as laid out in Attachment B? |   |   |
| Attachment C | Have you provided you cost proposal in the form provided and in excel format? |   |   |
| Attachment D | Have you provided References as requested? |   |   |

# Attachment B🡪 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**](http://www.bussvc.wisc.edu/purch/stdterms1.html)**)**

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

**Supplier Diversity Reporting (see Section 2.XX)**

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

1. 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.)

1. **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)

1. **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

1. **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 INSTAPAKÓ (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).
2. **OTHER ELEIGIBLE 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.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | YES | NO |
| Do you agree to extending the contract to other? |  |  |
|  | University of Wisconsin System campuses?  | ☐ | ☐ |
|  | State of Wisconsin Agencies?  | ☐ | ☐ |
|  | Wisconsin Municipalities? | ☐ | ☐ |
|  |  |  |  |
| If YES, indicate whether other charges will be added and what those charges would be: | ☐ | ☐ |
|  |  |  |

# Attachment C🡪 Cost Proposal Form

Attached is the cost sheet for this solicitation. Bidders will only use the attached form and return it in excel format.



# Attachment D🡪 Client Reference List Form

**Reference 1**

|  |  |
| --- | --- |
| Company Name |  |
| Reference Name |  |
| Address |  |
| Phone # |  |
| Email |  |
| Web Site |  |
| Description and dates or commodities and Services Provided |  |

**Reference 2**

|  |  |
| --- | --- |
| Company Name |  |
| Reference Name |  |
| Address |  |
| Phone # |  |
| Email |  |
| Web Site |  |
| Description and dates or commodities and Services Provided |  |

**Reference 3**

|  |  |
| --- | --- |
| Company Name |  |
| Reference Name |  |
| Address |  |
| Phone # |  |
| Email |  |
| Web Site |  |
| Description and dates or 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. The University reserves the right to disqualify any Bidder whose references don’t support their stated claim of qualifications in their response.**