

# University of Wisconsin - Madison

## REQUEST FOR PROPOSAL

AGENT: Carl Hubbard

THIS IS NOT AN ORDER

Questions regarding this proposal – see Section 2.6

OFFICIAL SEALED

For Submittal Instructions & Proposal Response Format – see Sections 2.2 and 2.3.

PROPOSAL NUMBER: 14-5498

**NO PUBLIC OPENING**

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

ISSUE DATE: 10/8/13

If **NO BID** (check here)  and return.

**DUE DATE: 10/29/13 2:00 PM CDT**

DESCRIPTION
<b>ELECTRONIC LABORATORY NOTEBOOK (ELN) SOFTWARE</b>

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

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

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

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

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## Section #1: General Information

### 1.1 Purpose

The University of Wisconsin-Madison, hereinafter referred to as the “University”, through its Purchasing Services Department, hereinafter referred to as “Purchasing”, is requesting proposals on behalf of the entire University for the purchase of Electronic Laboratory Notebook software to document and enhance the work of University researchers and to encourage record-keeping practices that mitigate risk to investigators and the University.

#### Background and Scope

In the Fall of 2012, the University served 42,812 undergraduate, graduate, special and professional students supported by 2,173 members of the faculty. During 2011-2012 the University was awarded nearly \$1.2 billion in extramural research funds, ranking third nationwide among public higher education institutions. Over 10,000 individuals at the University are involved in the research process; potential ELN users represent a proportion of that number. (For accounting purposes, the University’s Full Time Equivalent of 13,0333 will be used as the basis for site license figures).

The University conducted a pilot of ELNs with 55 researchers in 2012 ([https://academictech.doit.wisc.edu/files/ELN\\_pilot\\_report\\_UWMadison.pdf](https://academictech.doit.wisc.edu/files/ELN_pilot_report_UWMadison.pdf)) and from this study learned that researchers in many scientific disciplines are interested in using an ELN to replace paper record-keeping. Researchers are also interested in using an ELN to facilitate collaboration between members of labs, departments, and with colleagues outside the University, in some cases.

The University is seeking to establish an enterprise ELN service that integrates with campus identity management infrastructures, protects the intellectual property and privacy of users, and provides a secure system for housing University research data.

The University has the capacity to host an ELN solution on its servers but is also interested in considering proposals for vendor-hosted solutions. Proposers may offer either an On-Premise solution (traditional software and maintenance) or Hosted solution (Software as a Service).

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

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

### 1.2 Organization of this Solicitation Document

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

- Section 1** General Information (generally states the intent of the solicitation and submittal instructions)
- Section 2** Preparing and Submitting a Proposal.
- Section 3** Terms and Conditions of Contract (contains performance clauses that will become part of any awarded contract).
- Section 4** Requirements and Specifications (technical and other specifications for the proposal).
- Section 5** Evaluation and Award of Contract(s) (contains details of the evaluation process).

### 1.3 Definitions

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

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

**Contractor** means successful proposer awarded the proposal.

**CIC** means Committee on Institutional Cooperation, a consortium of the Big Ten universities plus the University of Chicago. (A list of member institutions is at <http://www.cic.net/about-cic/member-universities>)

**Department** means UW Madison Division of Information Technology.

**DoIT Project Manager** means a member of the Division of Information Technology at the University who is responsible for acceptance testing.

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

**Hosted/Software as a Service** means the Proposer installs, operates and maintains the software on its own or another entity's servers; and stores the data in its own or another entity's data center.

**MBE** means Minority Business Enterprise.

**Premises/On Premises** means University installs, operates and maintains the ELN solution on its own servers; and stores the data in its own data center(s)

**Purchasing card** means State credit card.

**Purchasing** means the UW-Madison Purchasing Office

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

**RFP** means Request for Proposal.

**State** means State of Wisconsin.

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

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

### 1.4 VendorNet

The State of Wisconsin has implemented a registration service on an internet system called "**VendorNet**" to enable vendors to receive notice of all official sealed proposals (over \$50,000.00) as solicited by all state agencies.

To obtain information on the state's bidder registration, visit the **VendorNet** Web site at <http://vendornet.state.wi.us> or call the VendorNet Information Center (1-800-482-7813). In the Madison area, call 264-7898.

### 1.5 Parking

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

### 1.6 Reasonable Accommodations

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

## Section #2: Preparing and Submitting a Proposal

### 2.1 Applicable Dates

Date	Event
October 8, 2013	Date of Issue of the RFP
October 17, 2013	Written questions due
October 29, 2013 2:00 PM	RFP Due Date (Local Madison Time)

### 2.2 Submittal Instructions

**PROPOSALS MUST BE DELIVERED TO:**

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

**NUMBER OF COPIES TO BE SUBMITTED:**

**Eleven (11)** hard copies of the completed proposals, including the signed original, may be mailed, delivered by Proposer, or by a third-party/courier service **in a sealed envelope or package with the RFP number on the outside. One (1) copy of the proposal must be submitted electronically (e-mail/CD/DVD/Flash Drive).** Proposals must be received and date/time stamped prior to 2:00 p.m. CDT on the stated proposal due date. Proposals not so date/time stamped shall be considered late. **Late proposals shall be rejected.**

**If hand delivering**, call 608-262-1526 **when you arrive at Purchasing Services, Suite 6101** for assistance.

**FAXED RESPONSES WILL NOT BE ACCEPTED.**

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

Submitting a proposal to any other e-mail address than **[bids@bussvc.wisc.edu](mailto:bids@bussvc.wisc.edu)** does not constitute receipt of a valid proposal by Purchasing Services. Proof of transmission doesn't constitute proof of receipt. E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials (**not typed or electronic signatures**).

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

**RETURN ADDRESS LABEL:**

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

<b>PROPOSAL NUMBER: 14-5498 DUE DATE: 10/29/13</b>	<b>TIME: 2:00 PM CDT</b>
<b>SHIP FROM:</b>	
<b>VENDOR NAME HERE:</b> _____	
<b>ADDRESS:</b> _____	
_____	
_____	
<b>SHIP TO:</b>	
<b>UNIVERSITY OF WISCONSIN-MADISON PURCHASING SERVICES 21 N PARK ST, SUITE 6101 MADISON, WI 53715-1218</b>	

**2.3 Proposal Response Format**

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

**Tab 1:**

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

**Tab 2:** Responses to specifications in Section 4. – Specifications (Sections 4.1 – 4.13).

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

**Tab 4:** Other

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

**2.4 Incurring Costs**

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

**2.5 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.

## 2.6 Clarifications and/or Revisions through Designated Contact

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

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

ADMINISTRATIVE:

Carl Hubbard  
UW Purchasing  
21 N Park St, Suite 6101  
Madison, WI 53715-1218  
E-mail: [chubbard@wisc.edu](mailto:chubbard@wisc.edu)  
PHONE 608/262-6557-- FAX 608/262-4467

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all recipients of this initial RFP.

## 2.7 Multiple Proposals

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

## 2.8 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 is attached hereto as Attachment F.



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

#### 3.1 Entire Contract

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

- A. Contract Award Letter
- B. Original Request for Proposal Number 14-5498, dated October 8, 2013 including amendments/ attachments
- C. Proposer response to RFP.
- D. Official Purchase Order (when applicable)
- E. On Premise Software Rider
- F. Personal Services Rider
- G. Hosted (Software as a Service) Rider

Any other terms and conditions provided by the Proposer with the proposal or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFP should be submitted with your response and alternative language proposed. **(Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the proposal response as an attachment. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.)**

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

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

#### 3.2 Contract Administrator

Any correspondence must include reference to Contract number 14-5498 and be sent to the Contract Administrator. The Contract Administrator is authorized to give the approvals required under this contract on behalf of the University.

##### A. University

The Contract Administrator for the University is:

Carl Hubbard  
University of Wisconsin-Madison  
Purchasing Services  
21 N Park St, Suite 6101  
Madison WI 53715-1218  
PHONE (608) 262-6557 -- FAX: (608) 262-4467  
EMAIL: chubbard@bussvc.wisc.edu

#### 3.3 Term of Contract

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run for one (1) year from that date, with an option to renew for four (4) additional one-year periods.

This contract may be extended into its second, third, fourth and fifth years unless the Contract Administrator is notified in writing by the Contractor; or the Contractor is notified by the Contract Administrator in writing 180

calendar days prior to expiration of the initial and/or succeeding contract term(s).

### 3.4 Contract Termination

- 3.4.1 The University may terminate the Contract at any time, **without cause**, by providing 90 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.
- 3.4.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to any of the Terms, Conditions, Specifications or Special Conditions of Bid.
- 3.4.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.
- 3.4.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.
- 3.4.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days' notice in writing of such termination.
- 3.4.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through DoIT.

### 3.5 Orders

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

- 3.5.1 Specific order(s): issued as one-time orders.
- 3.5.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.
- 3.5.3 Purchasing Card order(s): issued as one-time order(s).

### 3.6 Firm Prices

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

Price increase requests proposed after the initial Contract term must be received by Purchasing Agent in writing ninety (90) calendar days prior to the **beginning of the next contract term** for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing Agent deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part. **Acceptance of the price increases shall be in the form of an amendment to the contract**. Price increases cannot exceed the annual percentage increase in the Consumer Price Index.

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

Contractor should promptly notify Purchasing of new or discontinued items.

### 3.7 **Payment Terms**

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

### 3.8 **Invoicing Requirements**

#### **Invoices for Purchase Orders:**

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

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

- Contractor name
- remit to address
- purchase order number
- release number if given
- date of order/release
- complete item description identical to those stated in proposal
- prices per the Contract

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

#### ***Purchasing Card:***

Order confirmation shall contain the same detail as listed in Section 3.8.1 and should be sent to the address given at the time of the order is placed.

### 3.9 **On Site Service**

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

### 3.10 **Requirements for Criminal Background Checks**

The Contractor must warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges 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.

### 3.11 **Travel Per Diems**

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

### 3.12 **Acceptance and Testing (Post Award)**

Acceptance testing will occur as determined by the Acceptance Plan and Payment schedule determined by the University and Contractor. Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements.

The DoIT Project Manager, or his designee, is the only authorized person who can sign an acceptance form. The warranty period may begin following the successful acceptance testing. This will be negotiated as part of the Acceptance Plan and Payment Schedule with the highest scoring proposer.

### 3.13 **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, automobile liability policies."

**3.14 Activity Reports:**

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

- 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 proposal
- prices per the Contract

**3.15 Record and Audit**

The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

**3.16 Performance Meetings**

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

**3.17 Subcontracting:**

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

3.17.2 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 Liquidated Damages in excess of the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.

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

**3.18 Fair Price Analysis**

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

**3.19 Severability**

If any provision of this contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

### **3.20 Supplier Diversity**

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

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. The listing is published on the Internet at: <http://www.doa.state.wi.us/mbe/report2.asp?locid=0>

#### **3.20.2 Woman Owned Business (WBE)**

The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

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

#### **3.20.3 Disabled Veteran Owned Business (DVB)**

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

### **3.21 Wisconsin Sales and Use Tax Registration**

No award can be made to a vendor who is not in compliance with Sec. 77.66 of the Wisconsin State Statutes ([vendornet.state.wi.us/vendornet/wocc/certtax.asp](http://vendornet.state.wi.us/vendornet/wocc/certtax.asp)) relating to sales and use tax certification.

If you have not established a certification for Collection of Sale and Use Tax status with the Wisconsin Department of Revenue, the University and any other state agency cannot issue any purchase orders to your firm. For additional information see <http://www.dor.state.wi.us/html/vendlaw.html>

### **3.22 Debarment**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and [https://acquisition.gov/far/current/html/Subpart%209\\_4.html](https://acquisition.gov/far/current/html/Subpart%209_4.html)

### **3.23 Promotional Materials/Endorsements:**

Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University endorses either the Contractor or any party related to the Contractor or this Contract.

**3.24 Additional Items/Services:**

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

**3.25 Data Protection Agreement.**

Vendor must be willing to comply with and sign the UW MADISON DATA SECURITY TERMS AND CONDITIONS (Hosted Solution Only).

**3.26 Current Customer List**

Contractor agrees to provide a list of all current users of your software and / or services at the University of Wisconsin Madison. UW Madison is large and decentralized; in the interest of full disclosure we must determine if your product is implemented elsewhere in the University.



## Section #4: Requirements and Specifications

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

### Instructions:

Proposers should provide a detailed answer to each of the questions below. Failure to respond to all items in this section may be deemed as sufficient reason to reject a proposal. Format your response to correspond numerically with items on the Submittal Instruction (see Section 2.2).

**Section 4.7 has two different sets of questions depending upon the timing of SAML2 integration capability. Proposers should only complete either Section 4.7A or Section 4.7B.**

**Section 4.12-4.14 has two different sets of questions depending on the type of licensing options offered. Proposer should answer only the questions that are relevant to the licensing options being offered. In the event you can provide either a Premise-based or a Hosted (Software as a Service) solution, please provide answers to both sections. Proposers will be given separate scores for each option.**

Requirements that include the word "must" or "shall" describe a mandatory requirement. **FAILURE TO MEET A MANDATORY REQUIREMENT MAY DISQUALIFY YOUR PROPOSAL.**

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

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

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

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

**4.0 Type of Deployment.** Please indicate which of the following possible modes of hosting you recommend for your solution.

**Premises based:** A University entity installs, operates and maintains the software on its own servers; and stores the data in its own data center(s).

AND / OR

**Hosted / Software as a Service:** A third-party installs, operates and maintains the software on its own or another entity's servers; and stores the data in its own or another entity's data center. The software instances, hardware and data storage are dedicated to providing ELN services to the University. Processing and data are physically or virtually segregated from other customers.

**When describing your solution(s) and answering questions, please ensure that the responses apply to the above option. If you wish to propose more than one option, please submit a separate response for each option.**

#### 4.1 **Mandatory Requirements**

##### 4.1.1 **Storage Requirements – USA Requirement**

If the solution proposed is a Hosted solution (as described in section 4.0), all electronic records, including administrative and user entered data must be hosted in the United States. Contractor warrants that all of the data stored on any hosting solution under this contract will be stored in the United States.

##### 4.1.2 **Operating System and Browser Requirements**

The solution must have full functionality (including end-user and administrative) in the following operating systems and web browser combinations:

###### **Windows Vista, 7**

Internet Explorer, version 8.0 and higher  
Mozilla Firefox, newest version  
Chrome, newest version

###### **Mac OSX 10.6 or higher**

Safari, version 5.0 or higher  
Mozilla Firefox, newest version  
Chrome, newest version

###### **Linux - Red Hat 5 or higher, Ubuntu 12 or higher, SUSE 10 or higher.**

Mozilla Firefox, newest version

##### 4.1.3 **SAML2 Capability Agreement**

The University uses SAML2 for federated authentication and attribute delivery for identity management in many of its enterprise applications. The vendor must have demonstrated capability for integration with University Identity and Access Management Service via SAML2 or agree to provide this capacity within one year of signing a contract with the University.

##### 4.1.4 **Support Availability Agreement**

The vendor must provide telephone and email support for University administrators Monday-Friday between 8 AM – 5 PM Central Time, USA.

#### 4.2 **General Questions**

Provide the following background information about your organization:

4.2.1 Introduce your organization (e.g. parent, age, size, number of customers, offices, number of employees, etc.). Include ownership structure.

4.2.2 List any relevant web sites for your company and its products.

4.2.3 Describe your software product(s) and services strategy and markets served. Specifically address higher education in general and large research universities in particular.

4.2.4 Identify major customers that use your software/services and which products they use. Provide contacts if possible.

4.2.5 Provide a high-level roadmap briefly describing planned enhancements to your solution(s) over the next three years.

4.2.6 Describe any partnerships current or planned that could add value to the proposed solution(s).

4.2.7 Describe your participation in professional and standards organizations related to ELNs.

### 4.3 Solution Interfaces and Functionality

4.3.1 University researchers increasingly use smart phones and tablet devices (iOS and Android devices) in the laboratory. Describe the support for and the functionality of your ELN solution on iOS (5.0 and higher) and Android (4.0 and higher).

4.3.2 Many University users work in the lab, the field, from home, and in a variety of geographic locations. Does your solution support the ability to enter or submit content offline and synchronization/upload when an Internet or network connection is re-established? If offline use is supported, describe the processes for offline work and how synchronization conflicts are resolved.

4.3.3 Can the interface be University branded? What interface customizations can be made to the institution's specifications?

4.3.4 Do all user interfaces comply with the US Federal Rehabilitation Act, Section 508 (36 CFR Part 1194)? See <http://www.section508.gov>. To answer this question, provide a Voluntary Product Accessibility Template (VPAT) using the template available at <http://www.itic.org/public-policy/accessibility>.

**The University reserves the right to perform real-world testing of a vendor's product or service in order to validate vendor claims regarding Section 508 conformance. In order to facilitate this testing, the vendor shall, upon request, provide to the University a copy of the product being considered for purchase for a period of at least 30 calendar days. The version of the product that is provided for testing purposes must be equivalent in functionality and features to the commercial version that is under consideration for purchase. The University in its sole discretion, will determine the level of compliance with Section 508 on all products being reviewed.**

4.3.5 Describe how your solution conforms to WCAG 2.0 Level AA (See <http://www.w3.org/TR/UNDERSTANDING-WCAG20/>). You may also find the template at <http://www.w3.org/WAI/eval/template.html#template> helpful.

4.3.6 Describe how your solution conforms to ATAG 2.0. (See <http://www.w3.org/TR/ATAG20/>). You may also find the guide at <http://www.w3.org/TR/IMPLEMENTING-ATAG20/> to be helpful.

4.3.7 Describe your capacity to respond to and resolve any complaints regarding accessibility of your products or services.

4.3.8 Users at the University often create free-hand drawings, graphs, and flow charts in laboratory notebooks. Describe support for this activity.

4.3.9 Many users will need to draw chemical structures and reactions within entries in the ELN. Describe support for this activity.

4.3.10 Does the ELN have the ability to search for chemical structures drawn within entries? Describe this functionality.

4.3.11 List any web browser plugins (e.g. Java, Flash, etc) required to utilize standard functionality of the ELN solution. Describe the functions they support, and how the solution responds if the plugins are not installed.

4.3.12 Describe how annotations of figures and images are stored and what support there is for searching across annotation content.

4.3.13 Describe how annotation content is formatted and packaged in exported files and print-outs from the ELN solution.

4.3.14 Users at the University may need to print specific pages from the ELN. Describe support for user-friendly printer formatting in the solution, including how information is selected for printing. Are

specific views/templates supported? Can the user control the selection of specific sections or views/templates?

**Describe the ELN functionality available to end-users and include relevant screen shots for the following (4.3.15 – 4.3.22):**

- 4.3.15 Methods for users to add metadata (tags, keywords) and how controlled vocabularies can be defined at individual/group levels.
- 4.3.16 Searching across entries, including text, images, attached data files, dates, signed/witnessed status of pages. Describe the underlying technologies supporting searching, which fields are searchable, how frequently entries are indexed for searching, and which fields can be used to limit searches.
- 4.3.17 Roles available in the solution, including a description of rights/access provided to each role and how roles are assigned and managed. Indicate whether roles can be configured and, if so, how they can be configured at both the lab and University administrator levels.
- 4.3.18 Creating customized or using default templates for commonly used experimental protocols and materials.
- 4.3.19 Creating groups for sharing information in the ELN among members of a lab and with collaborators outside a laboratory. Are specific role(s) required for creating groups?
- 4.3.20 Sharing and restricting access of content objects to specified individuals and groups. Include a description of interfaces where users select objects to be shared and individuals with whom the objects will be shared. Describe also how users access objects that have been shared with them.
- 4.3.21 Signing and witnessing objects in the solution by designated individuals in labs. Describe also whether signing/witnessing controls can be removed by individuals/labs that do not require them and how this would be accomplished.
- 4.3.22 Amending or correcting an entry before or after it has been signed and/or witnessed.
- 4.3.23 Many security models use inheritance to streamline the granting of permissions. Does your application support this? Describe. If the application uses this model, can permission be explicitly denied on a child function and/or object?
- 4.3.24 Describe your solution's support for end users (researchers) to export digital records of their work from the solution. This will be needed in situations when a researcher leaves a lab or the University. Include a description of batch processes an end user will be able to use, supported formats of export documents, folder structure of digital exports, and inclusion of notebook records, attached data files, metadata, and audit history information in export documents.
- 4.3.25 Describe your solution's support for researchers to export/share specific records from the solution with colleagues at other institutions, including sharing via publications, if possible.
- 4.3.26 Do you offer an educational version of the ELN solution? If so, describe the features and licensing that differ from the standard solution. Does your organization have the infrastructure to allow students to purchase access directly from your organization?
- 4.3.27 Describe any optional components or products that are not included in the core solution. Include licensing and pricing information in your response to this question.

**4.4 Integration and Customization**

- 4.4.1 Describe your solution's support for open IT standards (e.g. for web services, database operations, data export, metadata, signatures, etc.)
- 4.4.2 Describe APIs that allow for integration with instrumentation (e.g. via the MatLab Instrument Control Toolbox). What is your policy for making portions of these available to the University for customization work?

**Describe any existing or planned integration with:**

- 4.4.3 ChemDraw
- 4.4.4 ChemDoodle
- 4.4.5 MatLab
- 4.4.6 Database or Lab Inventory application(s)
- 4.4.7 Code repository/versioning application(s)
- 4.4.8 Literature citation application(s)
- 4.4.9 Other applications

**Describe any included or optional integrations of your ELN solution with office tools (MS Office, OpenOffice, Google Docs, etc.) that provide functionality to end users for the following:**

Downloading/uploading documents to and from the ELN:

- 4.4.10 Describe the underlying technology.
- 4.4.11 Describe its functionality on Windows and Mac OSX operating systems.

Inline editing of documents inside the ELN:

- 4.4.12 Describe the underlying technology.
- 4.4.13 Describe its functionality on Windows and Mac OSX operating systems.

Synchronization of documents edited in native office tools with the versions in the ELN solution (i.e. round-tripping):

- 4.4.14 Describe the underlying technology.
- 4.4.15 Describe its functionality on Windows and Mac OSX operating systems.
- 4.4.16 When a user links to files that are not stored within the ELN solution, describe how your solution records evidence of those files, whether and how it checks the links to files, and how it verifies the integrity of linked files.
- 4.4.17 Describe what types of storage are recommended and supported for files that are not stored in the ELN but are associated with ELN records.

**4.5 Adoption/Training**

- 4.5.1 Describe the training effort required and resources available to ensure IT administrators can effectively implement and manage the solution.
- 4.5.2 Describe the training effort required and resources available to ensure end users can effectively use the solution.
- 4.5.3 Describe implementation consulting services available from your organization.
- 4.5.4 What additional training options does your organization offer for end-users and admins?

**4.6 Service Levels and Support**

- 4.6.1 Describe your response and handling processes for service interruption and degradation. How do you prioritize problem reports? What are the response times for each category and what modes of communication will you use with University administrators? What are the regular hours in which support is provided? Describe after-hours support and response time.

**4.7 Identity Access Management**

It is desirable that University users of an ELN solution will use their University credentials (NetID) to login to the ELN solution. The University accomplishes this login method for many of its enterprise applications using SAML2 for federated authentication and attribute delivery. As noted in the Mandatory Requirements section of this document, the University requires an ELN solution that will provide a SAML2 integration by no later than one year after a contract with an ELN vendor is reached. Proposers should only complete either Section 4.7A or Section 4.7B.

**Complete 4.7.1A – 4.7.6A only if the ELN solution is currently capable of SAML2 integration.**

- 4.7.1A Is your organization a member of (or willing to join), InCommon ([www.incommon.org](http://www.incommon.org))? The University will sponsor the vendor for InCommon membership, if desired.
- 4.7.2A Provide the name(s) of organizations/institutions that currently have a SAML2/Shibboleth integration with your ELN solution.
- 4.7.3A Describe your solution's support for federated authentication and single sign-on via SAML2.
- 4.7.4A It is desirable that no user information (name, email, department, etc.) is required for creating and authorizing user accounts in the ELN solution. Describe the method(s) your solution can leverage to provision and authorize accounts without receiving user information. For example, can your solution support the use of the memberOf attribute delivered in the SAML2 assertion from the IdP to create groups for account provisioning and authorization?
- 4.7.5A Typical of Research 1 universities, we will need to accommodate various scenarios for provisioning accounts. Common examples include: first use by a previously unknown user (just in time); by invitation from the PI (may be one at a time); and by class membership (usually bulk provisioning). Describe how you can support these scenarios and the information you would need from University's enterprise identity management systems to do so.
- 4.7.6A Do you provide APIs to handle creation and management of groups and their memberships? If so, describe these.

**Complete 4.7.1B-4.7.7B only if the ELN solution is not currently capable of SAML2 integration.**

- 4.7.1B Is your organization a member of (or willing to join), InCommon ([www.incommon.org](http://www.incommon.org))? The University will sponsor the vendor for InCommon membership, if desired.
- 4.7.2B Provide a roadmap, including major developmental milestones and timelines, for achieving capability of SAML2 integration for your solution within one year of signing a contract with the University.
- 4.7.3B Describe methods for authenticating/authorizing University users your solution currently supports.
- 4.7.4B What user data from University enterprise systems would need to be provided to the solution for the methods described in the previous question?
- 4.7.5B Typical of Research 1 universities, we will need to accommodate various scenarios for provisioning accounts. Common examples include: first use by a previously unknown user (just in time); by invitation from the PI (tends to be one at a time); and by class membership (usually bulk provisioning). Describe how you can support these scenarios and the information you would need from the enterprise information systems to do so.
- 4.7.6B Do you provide APIs to handle creation and management of groups and their memberships? Describe.
- 4.7.7B Are there methods to restrict access to data/administration/logs by IP space? If so, describe.

**4.8 Security and Compliance**

- 4.8.1 If the solution requires that stored passwords be used to authenticate a user, describe the solution's password management capabilities. Be sure to address secure password storage, enforcement of password complexity, account lockout, periodic changes, etc.
- 4.8.2 If a password may be submitted to the solution over a network, can the client (e.g. web browser) authenticate the endpoint (the solution) and is the channel encrypted? Describe how these are achieved.
- 4.8.3 Can the solution support encryption of "Sensitive" and/or "Restricted" data (as defined at <http://www.cio.wisc.edu/SensitiveDataDefinition.pdf>) while in transmission over the network? Describe the methods for protecting sensitive data in transmission.





- 4.8.4 Does the solution encrypt data at rest? Describe mechanisms used by the solution to encrypt sensitive data that it persists/stores.
- 4.8.5 Can the ELN solution support public key infrastructure (PKI) for encryption of data? If so, describe how.
- 4.8.6 Describe your key management for data at rest. Be sure to address who manages the keys (customer or hosted provider), who has access to keys, key rotation, key backup and other key protections.
- 4.8.7 Can University-issued x.509 certificates or one time passwords be used to authenticate our users to your solution?
- 4.8.8 Can University-issued x.509 certificates be used to digitally sign ELN objects, notes, etc.?

**Describe the policies, procedures and controls that:**

- 4.8.9 Protect the intellectual property rights associated with University data and ensure that the University has sole ownership of any data entered or incorporated into the solution.
- 4.8.10 Ensure privacy of solution content (e.g. research data, lab pages) and user attributes.
- 4.8.11 If your solution supports iOS or Android clients, describe provisions for protecting the data at rest on the device (e.g. encryption).
- 4.8.12 What data is cached by the browser and/or by mobile device apps when an end user uses the system? Is the cache deleted upon exit? Are there options to prevent caching at a customer level?
- 4.8.13 Describe the handling of data marked for deletion.
- 4.8.14 Describe your organization's software development lifecycle. Be sure to address whether your organization does source code reviews, security testing procedures and quality assurance procedures to ensure security at the application level (i.e., does not need to include the lower layers of the stack).
- 4.8.15 Describe the solution's resistance to attack or malicious use.

**Describe the solution's support for compliance with the following standards (4.8.16 – 4.8.19). In doing so, address the ability to withstand legal and procedural audits.**

- 4.8.16 21 CFR Part 11. Explain how the solution meets the requirements for controls for electronic/digital signatures, identity management, secure audit trails, etc.
- 4.8.17 Health Insurance Portability and Accountability Act (HIPAA). Has your organization signed a HIPAA Business Associates agreement? If so, provide a copy of the agreement.
- 4.8.18 Family Educational Rights and Privacy Act (FERPA). Describe how the system prevents nonacademic personnel (administrators) from viewing information about students or entered into the system by students.
- 4.8.19 Federal Information Security Management Act (FISMA)  
<http://csrc.nist.gov/groups/SMA/fisma/overview.html> (NIST 800-53).

**4.9 Logging and Audit Support**

- 4.9.1 Describe the solution's ability to log signature transactions, credential issuance, data uploads, and the creation, updating or deleting of users, roles, groups, ELN entries.
- 4.9.2 Describe the solution's ability to detect and communicate information related to performance, error conditions and security.
- 4.9.3 Describe how log events are stored, managed and archived.



- 4.9.4 How are logs protected from tampering?
- 4.9.5 How long are logs retained?
- 4.9.6 Indicate whether logging can be configured. If so, describe.
- 4.9.7 Provide a sample of your logs and/or a description of their structure.
- 4.9.8 Describe support for University administrators to query logs.
- 4.9.9 Describe the solution's ability to use standard methods/protocols to forward events to a customer logging system such as syslog or a security event management system (SEM).

#### **4.10 Data Retention and Disaster Recovery**

- 4.10.1 Describe the procedures/options the solution offers for data backup and retention.
- 4.10.2 What mechanisms exist for preserving the data in non-proprietary format(s)?
- 4.10.3 Which types of metadata are retained, for example last access/edit, etc.?
- 4.10.4 Describe any mechanisms for end-users to access data recorded in the solution in the event of an outage. (Assume users have access to the Internet).
- 4.10.5 Describe any capabilities to automate periodic backups of user data to another storage system designated by the University. What information is backed up and what is the format of the backup? Describe how these back ups are secured. How are backups restored, if necessary?
- 4.10.6 The University has a requirement to retain data recorded in an ELN solution for up to 30 years. Describe your solution's support for document preservation standards such as PDF/A (ISO 19005).
- 4.10.7 The University infrastructure includes a DuraSpace institutional repository and we are acquiring capacity to support Fedora-based architectures, as well. Describe any existing or planned capabilities of your ELN solution for standards-based interoperability with institutional repositories, including those based on the METS and PREMIS preservation standards.
- 4.10.8 Describe your solution's support for University IT staff in administrative roles to export all information from the system (including evidence of signatures). This would be needed, for example, if the solution was no longer supported and the University needed to migrate to a different provider. Describe all formats these exports can take, both human and machine readable that can be produced by the system.

#### **4.11 Administration and Reporting**

- 4.11.1 Describe the functions available to administrators for managing the solution.
- 4.11.2 Can administrator functionality be accessed via command line? Can shell scripts be created to simplify repetitive routine actions?
- 4.11.3 Describe metrics available to the University usable in assessing solution performance and usage.
- 4.11.4 Describe the ability of the solution to delegate and share administration responsibilities (e.g. to a department, lab, or project personnel).
- 4.11.5 Provide a list of standard reports of user activity available to the PI or to the researcher.

#### **Hosted Specific Questions**

**Respond to questions 4.12.1A- 4.14.3A if you are proposing a Hosted (Software as a Service) solution.**

#### **4.12A Core Technology - Hosted option**

- 4.12.1A Describe capabilities and support for the solution to be installed on customer controlled “cloud” environments (e.g. Amazon Web Services, Microsoft Azure, etc.).
- 4.12.2A Security protocols for some types of highly sensitive data may require physical control of equipment. In these cases the University might be required to provide a premises-based ELN for the users in this situation in addition to the hosted solution described. Is it possible for the ELN solution proposed to be installed on hardware at the University? Describe your experience providing premise based solutions.
- 4.12.3A Describe the capability of the system and time required for the system to scale from 500 to 3000 concurrent users. Is this a manual or automated process?
- 4.12.4A Describe how high availability and continuity of service are achieved in the solution.
- 4.12.5A Provide an estimate of how many hours per year the system is expected to be unavailable for planned service outages . Give examples of measured availability of existing implementations in hours per year of all outages (planned and unplanned). For implementations that have existed less than a year, describe how long the system has been running.
- 4.12.6A If your solution is optimized to deliver service for an average number of concurrent users, what provisions are in place to accommodate a sudden increase in concurrent users?

#### **4.13A Security and Compliance - Hosted option**

- 4.13.1A Are you a member of the Cloud Security Alliances? Have you registered your solution’s self-assessment in the (Security Trust and Assurance Registry (STAR))?
- 4.13.2A Has the ELN solution been registered or are there plans to participate in Federal Risk and Authorization Management Program (FedRAMP) program? (See [www.fedramp.gov/](http://www.fedramp.gov/))
- 4.13.3A Has your organization undergone a SAS 70 or SSAE 16 (SOC2) audit attesting to internal controls relating to hosting/processing of the University’s and other customer’s data? If so, provide your solution’s SAS 70 compliance statement part I or part II or SSAE 16 (SOC2) report.
- 4.13.4A Describe your incident response procedures and how you notify customers about security and non-security incidents.

#### **4.14A Service Levels and Support - Hosted option**

- 4.14.1A Describe how solution maintenance and upgrades are handled, including how maintenance and upgrades would be scheduled and communicated to the University to minimize impacts to users. For major upgrades, indicate whether the University can opt-in or out of beta testing.
- 4.14.2A Describe how upgrades to your system’s software, database, operating system, and/or web server components are handled. How much downtime is required for each of these types of upgrades?
- 4.14.3A Describe your support plans for recovering the system in a timely manner from unplanned outages. Scenarios to address might include remote host Internet access outage, database corruption, and server software failure. Briefly describe how and how often you test your disaster recovery plans.

#### **Premises-Based Specific Questions**

**Respond to questions 4.12.1B – 4.13.3B if you are proposing a solution that is installed at the University.**

#### **4.12B Core Technology - Premises-based option**

Describe the technical architecture required/recommended to support the solution:

- 4.12.1B Provide descriptions of the service/function supported by each element. Include a conceptual diagram.

4.12.2B What are the recommended hardware and software (including minimum specifications and optimal recommendations) for delivering the solution to 500 concurrent users? To 3000 concurrent users? List the computer platforms, operating systems and databases that are needed to support your solution. Describe support for virtualization platforms such as VMware. Which elements are included in the contract and which elements will the University need to provide?

4.12.3B List any other system software that is required to use your solution (e.g. system extensions, databases/directories). Who is responsible for their integration with your solution?

4.12.4B Describe any support for the University to host the ELN solution with “cloud” providers e.g. Amazon Web Services, Microsoft Azure, etc. including prebuilt virtual machine images or support for building virtual machine images.

4.12.5B Describe solution support for IPV6. Is all functionality available?

4.12.6B Describe options for deploying the solution to high availability and continuity of service.

**4.13B Service Levels and Support - Premises-based**

4.13.1B Are your clients permitted to deploy applications or do you require this to be done by your organization’s staff?

4.13.2B Describe the ability for local IT administrators of your software to recover the system in a timely manner from unplanned outages such as database corruption and server software failure, and how you would communicate with them to perform such actions.

4.13.3B Describe your support for local IT administrators in testing disaster recovery plans for the system.

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

### 5.1 Proposal Scoring

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

### 5.2 Scoring Criteria and Method

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

#### Supplier Diversity Preferences

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

#### Pricing

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

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

(constant) (varies according to proposal being scored)

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

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

### 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.)

<b>Points Matrix</b>	<b>Points Available</b>
4.1.1 Storage Requirements	Mandatory
4.1.2 Operating System and Brower Requirements	Mandatory
4.1.3 SAML2 Capability Agreement	Mandatory
4.1.4 Support Availability Agreement	Mandatory
4.2 General / Overview	48 points
4.3-4.6 Features	555 points
4.7-4.15 Architecture	663 points
<b>Total Technical Possible</b>	<b>1266 points</b>
<hr/>	
Cost	317 points
<b>Total Possible Cost Score</b>	<b>317 points</b>
<b>MAXIMUM POSSIBLE TOTAL SCORE</b>	<b>1583 points</b>

Only proposals that have received 633 or greater on Sections 4.2 through 4.14, will have the Cost Proposals scored. A proposal that receives less than 633 points on Sections 4.2 through 4.14 will be ineligible for further consideration.

### 5.3 Best and Final Offers

At the sole discretion of the University, those proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer in order to further clarify the deliverables, contract language, or costs presented in the Proposer's RFP. If Best and Final Offers are requested, they will be evaluated against the stated criteria. There is no obligation on the part of the University to request Best and Final Offers from any or all of the Proposers responding to the RFP.

### 5.4 Contract Award

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

### 5.5 Notification of Award

All proposers who respond to this RFP will be notified in writing of the University's award of contract(s) as a result of this RFP. After notification by Purchasing of the **notice of 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 - VENDOR INFORMATION FORM

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

### 1. Company and Contact Information

Company Name:				
Company Website				

#### Contact for questions regarding this Proposal

Name:					
Telephone:		Fax		Email	

#### Contract Renewals / Problems

Name:					
Telephone:		Fax		Email	

#### Sales Representative

Name:					
Telephone:		Fax		Email	

#### Ordering / Expediting

Name:					
Telephone:		Fax		Email	

#### Returns

Name:					
Telephone:		Fax		Email	

#### Invoice Information

Name:					
Telephone:		Fax		Email	

#### Affirmative Action (see [Section 17](#) in [Standard Terms and Conditions](#))

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

#### Supplier Diversity Reporting (see [Section 3.20](#))

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



**VENDOR INFORMATION FORM CONT.**

2. In accordance with **Wisconsin Statutes** 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites: <http://www.doa.state.wi.us/section.asp?linkid=232&locid=0> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

\_\_\_\_\_ Minority (MBE)      \_\_\_\_\_ Work Center (WC)      \_\_\_\_\_ Disabled Veteran-Owned Business (DVB)  
\_\_\_\_\_ Woman Owned Business Enterprise (WBE)      \_\_\_\_\_ Not applicable

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

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

\_\_\_\_\_ LARGE BUSINESS (LG)  
\_\_\_\_\_ SMALL BUSINESS (SB)  
\_\_\_\_\_ VETERAN OWNED SMALL BUSINESS (VOSB)  
\_\_\_\_\_ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)  
\_\_\_\_\_ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)  
\_\_\_\_\_ SMALL DISADVANTAGED BUSINESS (SDB)  
\_\_\_\_\_ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE: Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. "Substantially equal" means when bids are tied or proposal scores are equal. Indicate whether the material covered in your bid/proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ UNKNOWN

5. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University's preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK® (or similar) 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).

Proposer agrees to make the terms of the resulting contract available on a convenience use basis for other University of Wisconsin System campuses, State of Wisconsin Agencies, Wisconsin Municipalities, and Non-Profit Organizations specifically linked by their mission to the University of Wisconsin Madison if awarded a contract.

\_\_\_\_\_ YES \_\_\_\_\_ NO

**Eligible Purchasers:**

U.W. System campuses, State of Wisconsin agencies, Wisconsin municipalities, **other CIC member institutions** and Non-Profit Organizations specifically linked by their mission to the University of Wisconsin Madison, 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.

	<b>YES</b>	<b>NO</b>
Do you agree to extending the contract to other:		
University of Wisconsin System campuses?	<input type="checkbox"/>	<input type="checkbox"/>
State of Wisconsin Agencies?	<input type="checkbox"/>	<input type="checkbox"/>
Wisconsin Municipalities?	<input type="checkbox"/>	<input type="checkbox"/>
Other CIC member institutions?	<input type="checkbox"/>	<input type="checkbox"/>
Non-Profit Organizations specifically linked by their mission to the University of Wisconsin Madison?	<input type="checkbox"/>	<input type="checkbox"/>

If **YES**, indicate whether other charges will be added and what those charges would be: \_\_\_\_\_

## ATTACHMENT B1 – COST PROPOSAL FORM

### Pricing Instructions

Use the attached Price Sheets (Attachment B2), provide pricing for the proposed Electronic Laboratory Notebook (ELN) Software for one or more of the following options.

#### **Option A: Enterprise ELN Service On-Premise Software and Maintenance for Five Years, at Various Quantity Levels (listed on the Price Sheet).**

Describe all components, licenses and products needed to acquire the software. In addition, you should include the yearly maintenance cost for the first five years once any (if required) acceptance and warranty period has expired. Pricing for these elements are to fixed prices for the entire contract term. Maintenance cost should include all updates and upgrades to the software. It should also allow for a non-production copy of the software to be installed on a separate server for testing purposes.

Vendor should provide pricing for the purchase of additional users for the duration of the contract.

All pricing, both recurring and non-recurring, should be included and itemized in this section and should include all costs, fees, charges and rates. Costs not identified in this section will not be considered. Any additional costs over stated values in identified cost areas will be accepted at the University's sole discretion.

#### **Option B: Enterprise ELN Service On-Premise Software and Maintenance for Five Years, Site License.**

Software would be available to all faculty and staff, paid on a yearly basis, based on the number of Full Time Equivalent (FTE) employees: 13,033. Describe all components, licenses and products needed to acquire the software. In addition, you should include the yearly maintenance cost for the first five years once any (if required) acceptance and warranty period has expired. Pricing for these elements are to fixed prices for the entire contract term. Maintenance cost should include all updates and upgrades to the software. It should also allow for a non-production copy of the software to be installed on a separate server for testing purposes.

All pricing, both recurring and non-recurring, should be included and itemized in this section and should include all costs, fees, charges and rates. Costs not identified in this section will not be considered. Any additional costs over stated values in identified cost areas will be accepted at the University's sole discretion.

#### **Option C: Enterprise ELN Service Vendor Hosted Software (Software as a Service) option for Five Years, at Various Quantity Levels (listed on the Price Sheet).**

Describe all components, licenses and products needed to use the software for a five year period once any (if required) acceptance period has expired. Pricing for these elements are to fixed prices for the entire contract term. Pricing presented should include all updates and upgrades to the software. It should also allow for a non-production usage of the service on a separate server for testing purposes.

Vendor should provide pricing for the purchase of additional users for the duration of the contract.

All pricing, both recurring and non-recurring, should be included and itemized in this section and should include all costs, fees, charges and rates. Costs not identified in this section will not be considered. Any additional costs over stated values in identified cost areas will be accepted at the University's sole discretion.

#### **Option D: Enterprise ELN Service Vendor Hosted Software (Software as a Service) option for Five Years, Site License.**

Software would be available to all faculty and staff, paid on a yearly basis, based on the number of Full Time Equivalent (FTE) employees: 13,033. Describe all components, licenses and products needed to use the software for a five year period once any (if required) acceptance period has expired. Pricing for these elements are to fixed prices for the entire contract term. Pricing presented should include all updates and upgrades to the software. It should also allow for a non-production usage of the service on a separate server for testing purposes.

All pricing, both recurring and non-recurring, should be included and itemized in this section and should include all costs, fees, charges and rates. Costs not identified in this section will not be considered. Any additional costs over stated values in identified cost areas will be accepted at the University's sole discretion.

## **ATTACHMENT B1 – COST PROPOSAL FORM (cont.)**

### **Implementation and Installation Services:**

Proposer should provide a price list of all Consulting and Training options that may be required to implement the system. Consulting Services should be provided as an hourly rate for each different type of resource. Training should be provided as a daily rate or course rate for both on-site at the University and at contractor's site. This information should include all expenses. If there are additional travel expenses they will be reimbursed at State of Wisconsin Travel rates, as described on the following web site: <http://www.uwsa.edu/fadmin/fppp/fppp36.htm>.

A specific Statement of Work (SOW) will be negotiated with winning proposer before implementation services will start.

### **Miscellaneous Items:**

Provide a discount off list for any other related products or services that may be offered through the contract. Provide a general description of any items. Any additional items will be accepted at the University's sole discretion.

Use the attached Price Sheets (Exhibit B2). Please note that there are four tabs representing different pricing options.

[Click here for spreadsheets](#)

**To access the above spreadsheet – place your cursor over the link and hit the CONTROL key and wait for the “hand” and click.**

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

**ATTACHMENT C - CLIENT REFERENCE LIST**

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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. The University reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.**

## ATTACHMENT D: STANDARD TERMS AND CONDITIONS

- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information 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:** 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.
- 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 twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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.

**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.

## **ATTACHMENT E - APPLICABLE FEDERAL RULES**

### **COMPLIANCE WITH LAWS:**

The preferred vendor shall warrant and certify that in the performance of the resultant agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

### **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. As a part of this bid document there is debarment language and a signature block for you to self certify your debarment status on the Bidder Response Sheet. Failure to supply this information may disqualify your bid. Information on debarment is available at the following websites: [www.epls.gov](http://www.epls.gov) and [www.arnet.gov/far/](http://www.arnet.gov/far/).

### **DEVELOPMENT OF DISADVANTAGED SUPPLIERS:**

The University is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses. The selected preferred vendor shall make effort to subcontract with minority, women-owned and otherwise small and disadvantaged businesses. A quarterly report will be required indicating the extent of effort and members' participation. The report will be in a format acceptable to University.

### **GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS:**

The following clauses are applicable and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR), Department of Defense Federal Acquisition Regulation Supplement (DFARS), and Code of Federal Regulations (CFR) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term "Contractor" shall mean "Subcontractor", "Seller" or "Supplier", the term "Contract" or "Subcontract" shall mean "Purchase Order", the term "Government" shall mean "Buyer" or "University" and the term "Contracting Officer" shall mean "Buyer's Purchasing Representative". It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller's obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.

The clauses incorporated by reference may be found in the Federal Acquisition Regulations (FAR), the DOD Federal Acquisition Regulation Supplement (DFARS), or the Code of Federal Regulations (CFR). Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see the following websites for more information: <http://farsite.hill.af.mil/VFFARA.HTM> (click "FARSEARCH" tab) <http://www.gpoaccess.gov/cfr/index.html>

**FAR (52 Series) / DFARS (252 Series)**

52.202-1	Definitions (Dec 2001)
52.204-2	Security Requirements (Aug 1996) (Alt. I)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (when cost of money is not proposed)
52.227-10	Filing of Patent Applications – Classified Subject Matter (Apr 84)
52.232-8	Discount for Prompt Payment (Feb 2002)
52.232-25	Prompt Payment (Oct 2008)
52.233-3	Protest After Award (Aug 96) (Alt. I)
52.243-1	Changes – Fixed Price – Alt. II (Apr 84)
52.245-2	Government Property (Fixed Price Contracts) (Dec 89)
52.245-18	Special Test Equipment (Feb 93)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 84)
52.251-1	Government Supply Sources (Apr 94)
52.253-1	Computer Generated Forms (Jan 91) March 27, 1997
252.225-7001	Buy American Act and Balance of Payments Program (Mar 1998)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 91)
252.225-7007	Trade Agreements Act (Sep 2001)
252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies (Aug 2000)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 2000)
252.227-7013	Rights in Technical Data and Computer Software (Nov 1995)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 88)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 90)
252.251-7000	Ordering from Government Supply Sources (May 1995)

CFR : 2 CFR 215 Uniform Administrative Requirements for Grants and Agreements With

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

**Applicable when fixed price is greater than \$2,500:**

**FAR (52 Series)**

52.222-3	Convict Labor (Aug 1996)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Dec 2001)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.232-23	Assignment of Claims (Jan 86)
52.232-23	Assignment of Claims (Jan 1986)

**Applicable when fixed price is greater than \$10,000:**

**FAR (52 Series)**

52.222-20	Walsh-Healy Public Contracts Act (Dec 96)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)

**Applicable when fixed price is greater than \$25,000:**

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

**FAR (52 Series) / DFARS (252 Series)**

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 95)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)
252.227-7036	Certification of Technical Data Conformity (May 87)
252.231-7000	Supplemental Cost Principles (Dec 91)
252.246-7000	Material Inspection and Receiving Report (Dec 91)

(Note: Not required for subcontracts for which the deliverable is a scientific or technical report.)

**Applicable when price is greater than \$100,000:**

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any resulting purchase order; and

(3) He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

**FAR (52 Series) / DFARS (252 Series)**

52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (Apr 84)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-9	Procurement Integrity-Service Contracting (Sep 90)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.215-2	Audit and Records- Negotiation (Jun 1999) (Alt. II)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Sep 2000)
52.223-2	Clean Air and Water (Apr 84)
52.223-6	Drug-Free Workplace (Mar 2001)
52.227-1	Authorization and Consent (Jul 95)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 96)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 96)
52.246-2	Inspection of Supplies - Fixed Price (Aug 96)
52.246-4	Inspection of Services - Fixed Price (Aug 96)
52.246-24	Limitation of Liability-High Value Items (Feb 97)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Sep 96)
252.203-7000	Statutory Prohibitions on Compensation to Former Department of Defense Employees (Dec 91)
252.203-7001	Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Mar 99)
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 95)
252.233-7000	Certification of Claims and Requests for Adjustment or Relief (May 94)
252.242-7004	Material Management and Accounting System (Dec 2000)
252.247-7023	Transportation of Supplies by Sea (May 2002)

### ATTACHMENT F - DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENTERPRISE OPERATIONS  
DOA-3027 (R03/2013)  
S. 19.36(5), WIS. STATS



RETURN FORM TO:  
STATE BUREAU OF PROCUREMENT  
101 E. WILSON ST., 6TH FL  
P. O. BOX 7867  
MADISON, WI 53707

The attached material submitted in response to Bid/Proposal #14-5498 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

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

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

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

We request that the following pages not be released.

Section	Page #	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

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

Company Name	
Authorized Representative	
	Signature
Authorized Representative	
	Type or Print
Date	

## **ATTACHMENT G - UW MADISON DATA SECURITY TERMS AND CONDITIONS**

### **University Data Definition**

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

### **Data Sharing**

Except as otherwise specifically provided for in this Agreement, the VENDOR agrees that University data will not be shared, sold, or licensed with any third-party, with the exception of approved sub-contractors, without the express approval of the University through a data protection agreement.

VENDOR will require any and all approved subcontractors it uses on the project to adhere to the same responsibilities and restrictions regarding University data.

The VENDOR certifies that only employees of the company or approved contractors will be granted access to University data. Access to University Data must be strictly controlled and limited to staff assigned to this project on a need-to-know basis only.

### **Data Transmission**

The VENDOR agrees that any transfer of data between the University and the VENDOR or within the VENDOR's computing environment will take place using encrypted protocols such as SSL, step or scp.

The VENDOR certifies that all data backups of the University's data will be stored and maintained in an encrypted format using at least a 128 bit key.

### **Notification of Incidents**

The VENDOR agrees to notify the University when any VENDOR system that may access, process, or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. The VENDOR further agrees to notify the University within twenty-four (24) hours of the discovery of the unintended access by providing notice via email to [abuse@wisc.edu](mailto:abuse@wisc.edu).

VENDOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the University of Wisconsin and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

### **Security Incident Investigations**

In order to ensure the ability to investigate security incidents, the VENDOR agrees to retain all authentication logs for a minimum of three (3) months from the creation of such logs.

Vendor agrees to provide the University with the name and contact information, including phone number and email address, of at least one security contact who will respond to the University in a timely manner, dependent on criticality.

### **Intellectual Property**

The VENDOR acknowledges that all content uploaded to the vendor service, or made accessible to the Vendor's systems or personnel remains the intellectual property of the University or the individual providing the content as defined by existing regulation and University policy.



**General Data Protection**

The VENDOR agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution and not for any other purpose. This shall include not examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). The VENDOR may use aggregate statistics on service usage in order to enhance or optimize the functionality of the service. The phrase 'University data' includes data uploaded by users of the service and communications between the user, the University, and the VENDOR.

**Data protection after contract termination**

Upon termination, cancellation, expiration or other conclusion of the Agreement, all University data will be either returned to the University or destroyed as indicated by the University at the time of conclusion. Destruction must be certified by an email from the signatory below.

VENDOR

Legal Name of Vendor: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment H**  
**SOFTWARE RIDER (applicable to On-Premise Licensing option only)**

STATEMENT OF PURPOSE: The Software Rider provides terms and conditions relating to acquisition of information systems software which is offered in a pre-packaged form by a Contractor.

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## Definition of Terms

The following terms as used throughout this Software Rider shall have the meanings set forth below.

**“Acceptance”** shall mean that the Software has passed its Acceptance Testing and shall be formalized in a written notice from University to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

**“Acceptance Date”** shall mean the date upon which University accepts the Software as provided in the section titled **Testing and Acceptance**; or, if there is no Acceptance Testing, Acceptance Date shall mean the date when the Products are delivered.

**“Acceptance Testing”** shall mean the process for ascertaining that the Software meets the standards set forth in the section titled **Testing and Acceptance**, prior to Acceptance by the University.

**“Confidential Information”** shall mean information or data that may be exempt from disclosure to the public or other unauthorized persons under state or federal law. Confidential Information includes, but is not limited to, a combination of names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, and agency security data.

**“Contractor”** shall mean any firm and its employees and agents; provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**“Installation Date”** shall mean the date by which all Software ordered hereunder shall be in place at the University, in good working order *and ready for Acceptance Testing* on University hardware and software.

**“License”** shall mean the rights granted to University to use the Software that is the subject of this Contract.

**“Operating System”** shall mean a computer program that manages the hardware and software resources of a computer; the control program that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**“Platform”** shall mean a specific hardware and Operating System combination. A different version of the Software is required to execute the Licensed Software properly on other hardware and Operating System combinations (“Platforms”).

**“Proprietary Information”** shall mean information owned by the Contractor to which the Contractor claims an interest to be protected under law. Proprietary Information is information 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.

**“Services”** shall mean those Services provided under this Contract and related to the Software License(s) being purchased that are appropriate to the scope of this Contract and includes such things as installation services, maintenance, training, etc.

**“Software”** shall mean the computer programs licensed pursuant to this Contract. Software also means **Modules**, a collection of routines and data structures that perform a specific function; or a **System**, a collection of multiple modules designed to function or is represented by Contractor as being capable of functioning as an entity. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

**“Subcontractor”** shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Technical Support”** shall mean a service provided by Contractor for the support of Contractor’s Products. University shall report warranty or maintenance problems to Contractor’s Technical Support area for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

**“Updates”** means a release of Software which encompasses logical improvements, extensions and other changes to the Software that are generally made available, at no additional fee, for customers current under a Software Maintenance Agreement.

**“Upgrades”** means any modifications to the Software made by the Contractor that are so significant, in the Contractor’s discretion, as to warrant their exclusion under the current license grant for the Product(s). Contingent on the University being current under a Software Maintenance Agreement, University has the option of licensing an Upgrade to the Product(s) under the terms and conditions of this Contract by paying an additional license fee.

**“Work Product” or “Products”** shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, Software documentation, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

## 1. License Grant and Use

- a. The Software license(s) identified in Contractor's response to the University's solicitation document is (are) purchased on a non-exclusive, non-transferable, perpetual license basis (unless otherwise stated in the Contractor's response) and shall continue in perpetuity until cancelled by the University or unless terminated in accordance with the provisions of this Contract. The license(s) granted to the University is (are) for the use of the Software product(s) at any location at the University of Wisconsin-Madison.
- b. Server Licensed Software: University may install the Software on non-production servers for back-up, development, testing or training purposes at no additional charge
- c. University's rights to licensed Software developed at private expense may be restricted by Contractor in accordance with this Contract. As a minimum, however, the University shall have the unlimited use of such Software with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance of engineering changes or changes in features or model;
  - i. University has the right to copy such computer programs for safekeeping (archives) or backup purposes;
  - ii. the right to modify such Software or combine it with other programs or material at University risk;
  - iii. Nothing contained herein shall be construed to restrict or limit the University's rights to use any technical data, which the University may already possess or acquire under proper authorization from other sources.

## 2. Software Ownership and Title

- a. Contractor shall maintain all title, copyright, and other proprietary rights in the Software. University does not acquire any rights, express or implied, in the Software, other than those specified in this Contract.
- b. Contractor represents and warrants that it is the sole owner of the licensed Software or, if not, the owner has received all proper authorizations from the owner to license the Software, and has the full right and power to grant the rights contained in this Contract.

### **3. Patent and Copyright Infringement**

- a. Contactor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending based on claims that the Software infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Contractor has no actual knowledge that the Software infringes upon any patents, copyrights, or trade secrets of any third party.
- b. Contractor agrees to hold University, its officers, employees, agents, legal representatives, successors, and assigns, harmless from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to infringement by the Products (whether alleged or proven) of any patent, copyright, trademark, or other intellectual property right of a third party, including, but not limited to misappropriation of a trade secret, provided that Contractor is given timely notice of any such claim of infringement and the right to control and direct the investigation, preparation, defense and settlement of each such claim, and further provided that University fully cooperates with Contractor in connection with the foregoing and provides Contractor with all information in University's possession related to such claim and further assistance as reasonably requested by Contractor. Contractor shall reasonably reimburse University for any requested assistance provided by University. In addition and at University's own expense, University may elect to hire its own counsel to participate in the defense. .
- c. Contractor shall have no liability for any claim of infringement based on (i) a Product that has been modified by anyone other than Contractor; (ii) use of a superseded or altered release of Products if such infringement would have been avoided by the use of a current unaltered release of the Products that Contractor provides to the University at no additional charge; or (iii) the combination, operation, or use of any Products furnished under this Contract with programs or data not furnished by Contractor if such infringement would have been avoided by the use of the Products without such programs or data.
- d. In the event the Products are held or are believed by Contractor to infringe, Contractor may, at its own expense, (i) modify the Products to be non-infringing; (ii) obtain for the University a license to continue using the Products; (iii) substitute the Products with other Software reasonable suitable to the University; or, (iv) terminate the license for the infringing Products and refund the license fees paid for the Products.

### **4. Software Documentation**

- a. Contractor shall provide, at no additional charge, documentation which describes in detail the Software capabilities, its operation, installation procedures, error messages with identification of probable causes, Software modification procedures and techniques, and program interfaces. Documentation will be furnished for each individual piece of Software ordered by the University. Updated, revised, or replacement documentation published by Contractor shall be provided free of charge pursuant to the requirements specified in this section. Contractor agrees that the University may make such additional copies of documentation supplied pursuant to this section as are needed for use by University employees. Contractor agrees to make every reasonable effort to furnish documentation which will conform to industry standards for such documentation and programs used at the University's installation site.
- b. The Documentation to be provided by Contractor is in addition to any on-line HELP which is part of the Licensed Software user interface. Contractor shall revise such Documentation as necessary to reflect any modifications made by Contractor to the Licensed Software. University may copy and incorporate the Documentation in works prepared for University's business endeavors so long as University includes all copyright, trademark, and other notices of Contractor in the same form as they appear on or in the Documentation. If any user manual (including any on-line documentation) or portion thereof is the proprietary material or intellectual property of another party, Contractor shall convey to University the right (to the extent possible under law) to make copies and to use the material as University deems necessary.

## 5. Code Warranty

- a. Contractor warrants to University that no licensed copy of the Software provided to University contains or will contain neither any Self-Help Code nor any Unauthorized Code as defined below. Contractor further warrants that Contractor will not introduce, electronically or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict University's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software provided to University under this Contract.
- b. As used in this Software Rider, "Self-Help Code" means any Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access) solely for purposes of maintenance or technical support.
- c. As used in this Software Rider, "Unauthorized Code" means any virus, Trojan horse, worm or other Software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.
- d. Contractor will defend University against any claim, and indemnify University against any loss or expense arising out of any breach of the Code Warranty. No contractual limitation of liability shall apply to a breach of this warranty.

## 6. Audit Access

- a. Contractor may request a review of the University's use of the Software upon first giving ten business days notice to the University of Contractor's intent to request such audit. Such reviews shall not take place more than once annually. The University will give a written report to the Contractor, signed by an agent or officer of the University, of the review's results.
- b. In the event that Contractor requests such an audit, (1) the scope of the audit shall be limited to a review of the University's written records. (2) University shall be obligated only to pay for unpaid licenses found to be in use and for not other cost, fees, or penalties.

## 7. Software Warranty

- a. Contractor warrants that the Software shall be in good operating condition and shall conform to the Specifications for a period of ninety (90) days as the Warranty Period. This Warranty Period begins the first day after the Acceptance Date. Contractor shall replace all Software that is defective or not performing in accordance with the Specifications, at Contractor's sole expense.
- b. University shall have the right for ninety (90) days following the date of installation to return the Licensed Software and receive a refund of all license and maintenance fees paid to Contractor pursuant to this Contract in the event the Products do not meet the requirements of University, as University shall determine in the sole exercise of its discretion.
- c. The licensed Software shall possess all material functions and features as described in the Specifications of the Request for Proposal and in the Contractor's Response to the Request for Proposal. The licensed Software shall perform in accordance with the Specifications, the user manuals, and the documentation.

## **8. Software Updates and Enhancements**

- a. For the contracted term as established in the Software maintenance and technical support agreement after the University's acceptance of the Software, Contractor shall provide to the University, at no additional cost, any changed or enhanced versions of the Software within thirty (30) days after the changed or enhanced versions are made available to customers. The University shall have the option to perform an acceptance test as specified in this Software Rider and to accept the changed or revised version in lieu of the Software it had accepted previously.
- b. Contractor shall supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;
- c. Supply at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, updated interface modules that were developed by Contractor for interfacing the Software to other Software products, or other changes that are logical improvements or extensions of the original Software supplied to the University.

## **9. Software Maintenance**

Maintenance Overview: Maintenance is not linked to usage or License rights. Maintenance is an option, to be acquired at the sole option of University. Cancellation of Maintenance by University will not in any way affect other parts of this Contract and the grant of License herein. Maintenance shall include options to renew and if elected by University, shall commence upon expiration of the Software Warranty and may be renewed on an annual basis.

## **10. Nondisclosure and Confidential Information**

- a. Contractor agrees to hold University's Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the University's express written consent or as provided by law. Contractor agrees to implement reasonable physical, electronic, and managerial safeguards to prevent unauthorized access to University's Confidential Information.
- b. Immediately upon expiration or termination of this Contract, Contractor shall, at University's option: (i) certify to University that Contractor has destroyed all University's Confidential Information; or (ii) return all University's Confidential Information to University.

## **11. Limitation of Liability**

The parties agree that Contractor's liability for damages under this Contract shall in no event exceed the amount of fees paid by the University provided that this limitation of liability shall not extend to Contractor's liability for its breach of copyright or trade secret or trademark rights in the US, damages arising from its tortious conduct that causes death or personal injury or damages to tangible property, or breach of privacy due to negligence.

## 12. Indemnity and Hold Harmless

- a. The University agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The University further agrees to hold harmless Contractor, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.
- b. Contractor agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Contractor arising out of or in connection with this Contract except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

## 13. Web Accessibility:

Maintenance Overview: Maintenance is not linked to usage or License rights. Maintenance is an option, to be acquired at the sole option of University. Cancellation of Maintenance by University will not in any way affect other parts of this Contract and the grant of License herein. Maintenance shall include options to renew and if elected by University, shall commence upon expiration of the Software Warranty and may be renewed on an annual basis.

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### NOTE:

The last sentence doesn't always apply but for web-based applications and services it will require the Contractor to give us a VPAT (Voluntary Product Accessibility Template) or other assessment result.



**Attachment I (ELN)**

**UNIVERSITY OF WISCONSIN**

**PERSONAL SERVICES RIDER**

- 1.0 ACCEPTANCE/INSPECTION
- 2.0 ACCESS TO FACILITIES
- 3.0 COOPERATION WITH OTHER VENDORS OR CONTRACTORS
- 4.0 KEY PERSONNEL
- 5.0 LIMITATION OF COST
- 6.0 PROGRESS REPORTS
- 7.0 RESPONSIBILITIES OF CONTRACTOR
- 8.0 RESPONSIBILITIES OF THE STATE
- 9.0 RIGHT TO APPROVE CHANGES IN STAFF
- 10.0 TERMINATION
- 11.0 TIME PERIOD
- 12.0 TRAVEL EXPENSE
- 13.0 WARRANTY OF OPERATION

STATEMENT OF PURPOSE: The Personal Services Rider provides terms and conditions relating to acquisition of personal services related primarily to information systems development 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, including the period of design or programming, 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, hardware manufacture representatives, system software suppliers, and communications systems suppliers in designing and testing any systems.
- 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: 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 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 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 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. Such corrections shall 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 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 University's Contract Administrator shall not have authority to amend or in any way 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 a Scope of Work for Personal Services under this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. 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).

## Attachment J

### Hosted (Software as a Service) Rider

This Service as a Software Rider (“Rider”) dated [\_\_\_\_\_,] 20[\_\_\_] (the “Effective Date”), by and between [\_\_\_\_\_,] (“Provider”) and the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System and the University of Wisconsin – Madison.

UW-Madison and Provider are referred to herein individually as a “Party” and collectively as the “Parties.”

For and in consideration of the mutual promises contained herein and other valuable consideration, the Parties hereby agree as follows:

#### 1. DEFINITIONS.

As used in this Rider, the terms set forth in this Section 1 shall have the meanings provided herein. Other terms used in this Rider but not defined in this Section 1 shall have the meanings ascribed thereto or are otherwise defined in the context in which they are used and will have the meanings therein indicated.

“**Rider**” means this Rider, all documents incorporated by reference, RFP # 14-5498 and Provider’s Response to RFP 14-5498.

“**UW Madison Data**” means any data entered or uploaded to the Software as a Service (SaaS) (as defined herein) or otherwise supplied to Provider by UW; any software and its related documentation, from whatever source, supplied by UW to Provider in connection with this Rider; and any information stored or processed by the SaaS, including metadata. With the exception of any applicable third party rights, UW shall exclusively own all rights, title and interest in UW Data, including all copyrights and any other IP Rights. Nothing in this Rider shall be construed as conveying any rights or interest in UW Data to Provider.

“**Confidential Information**” means all written or oral information disclosed by either Party to the other related to the operations of either Party or a third party that has been identified as confidential, or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. With respect to UW, Confidential Information shall also include any and all information transmitted to or stored or processed by Provider in connection with performance of its obligations under this Rider, including, but not limited to, personally identifiable information (“PII”) of students, employees, agents or people recorded on UW’s data, including those persons’ name, address, phone number, e-mail address, date of birth, social security number, patient records, credit card information, drivers license number, account numbers, PINs and/or passwords, and any other information that could reasonably identify a person.

“**Documentation**” means the user manuals and operator instructions related to the SaaS that are furnished by Provider to UW in any format, including paper and electronic, in conjunction with this Rider.

“**IP Rights**” means any and all rights that may exist under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, unfair competition law or other similar protections, whether or not such rights are registered or perfected.

“**License and Fee Agreement**” means the pricing for the SaaS subject to this Rider set forth in the Pricing Proposal.

“**SaaS**” (Software as a Service) means the products and/or services identified in the RFP, and which will be accessed by UW over the internet pursuant to this Rider.

“**Virus**” means any undocumented malicious data, code, malware, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by the SaaS in any manner.

“**Website**” is the electronic portal through which access to the SaaS is available to UW.

#### 2. LICENSE.

Provider hereby grants UW a non-transferable perpetual, non-exclusive, worldwide license to access and use the SaaS as set forth in the RFP from which this contract results and Provider’s response to that RFP, both of which are herein expressly incorporated by reference.

UW shall have the option to acquire additional licenses throughout the duration of the Agreement at the same or lower per unit cost as the initial purchase, pricing for which shall be provided on a monthly pro-rated portion if being purchase for less than the original term.

### 3. UW RESPONSIBILITIES.

- A. **UW Data.** Unless otherwise agreed, UW shall be responsible for creating and modifying UW Data and keeping UW Data input into the SaaS current and accurate. Provider will have no responsibility for assisting UW in creating, modifying or inputting UW Data, unless otherwise agreed to by the Parties in writing.
- B. **Authorized Use.** If Provider provides UW with a password to access the SaaS, then UW is responsible for protecting the password and for any authorized or unauthorized use made of the password. UW will cooperate fully with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the SaaS.

### 4. PROVIDER RESPONSIBILITIES.

- A. **Resources and Support.** Provider shall, throughout the Term, make available such resources, including Provider personnel, as are reasonably required to: (a) train UW's designated employee(s) in the use of the SaaS; (b) support UW's obligations set forth herein; (c) develop modifications to the SaaS as agreed to by the Parties in this Rider or subsequently; and (d) otherwise support the SaaS as provided under this Rider and any Attachments or Exhibits hereto. Provider shall respond to problems or issues in accordance with the service levels and warranties set forth in this Rider and exhibits. In addition, Provider shall provide to UW the name and contact information of key programmers who are familiar with the source code for the SaaS, and shall make such programmers available for transition purposes in the event that UW terminates this Agreement for cause.
- B. **Additional Services.** Provider shall provide access to additional features and functionalities of the SaaS as are provided by Provider to other Provider customers who require functionality similar to the SaaS provided to UW at no additional cost to UW. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated documentation, whether in written format or distributed online via the Provider web site.
- C. **Functional Warranty.** Provider warrants that the SaaS, including any modifications thereto that are made by Provider or pursuant to Provider's instructions, but not including any post-Acceptance modifications, shall not contain any material defects and will conform in all material respects to the specifications, functions, descriptions, standards and criteria set forth in the Rider. Provider further warrants that all post-Acceptance updates, changes, alterations or modifications to the SaaS will not materially diminish the features or functionality of the SaaS. Provider shall promptly correct any errors identified by UW in the SaaS and in any modification to the SaaS at no cost to UW. If Provider is unable to correct such errors within 30 days following notification by UW, then Provider shall at UW's request accept return of the SaaS if applicable, and return all monies paid for the SaaS within thirty days. In lieu of termination, UW may opt to impose a liquidated damages fee of \$50.00 per business day until such time as such errors are corrected.
- D. **Viruses.** Provider warrants that it has used commercially reasonable efforts to ensure against introduction of any Computer Virus into UWM's systems. Provider shall immediately advise UW, in writing, upon reasonable suspicion or actual knowledge that the SaaS may contain a Computer Virus. In the event that a Computer Virus is found to have been introduced into systems used by UW to access the SaaS during the Term of this Rider, Provider will repair or replace the SaaS within 10 business days thereafter. If Provider cannot accomplish the foregoing within such time, then UW shall discontinue use of the SaaS and Provider shall refund all monies paid for the SaaS under the applicable Attachment or Exhibit. In lieu of termination, UW may opt to impose a liquidated damages fee of \$50.00 per business day until such time as the SaaS is repaired or replaced. Provider shall use all reasonable commercial efforts, at no additional charge, to assist UW in reducing the effects of the Computer Virus and, if the Computer Virus causes a loss of operational efficiency or loss of data, to assist UW to the same extent to mitigate and restore such losses. In addition, Provider shall indemnify, defend and hold UW harmless from any damages resulting from any such Computer Viruses.
- E. **Support.** Provider represents and warrants that it shall perform the Services in a timely and professional manner using competent personnel having expertise suitable to their assignments. Provider represents and warrants that the Services shall conform to or exceed, in all material respects, the specifications described herein, as well as the standards generally observed in the industry for similar services.
- F. **Correct Date/Time Usage.** Provider represents and warrants that the SaaS will function in accordance with the specifications in a multi-century, multi-millennium environment and identified time zone using industry standard network time protocol ("NTP") server.

- G. **Disaster Recovery.** Provider agrees to maintain its disaster recovery program and notify UW of any material changes made to such program and any changes that impact UW's use of the system. Provider agrees to participate and cooperate with UW's business continuity/disaster recovery tests at UW's request and as mutually agreed.

Provider shall be responsible for providing disaster recovery services when UW is denied access for more than fifteen minutes to its data and programs necessary to provide the Services. Provider shall maintain the capability to resume provision of the Services from an alternative location, and via an alternative telecommunications route, in the event of a disaster that renders Provider's data center unusable or unavailable to UW. Provider's failure to restore the Services within fifteen minutes of the initial disruption to service, or Provider's declaration of more than two (2) disasters in any twelve month period, shall be a material default hereunder. In lieu of termination, UW may opt to impose a liquidated damages fee of \$50.00 per hour until UW has access to its data and programs.

Provider shall pay UW all actual costs incurred by UW in obtaining alternative Services within thirty (30) days of UW's written request, at UW's reasonable discretion, for such payment.

- H. **Disaster Recovery Backup.** Provider shall provide offsite data backups sufficient to ensure that fire, flood, other natural disasters and targeted attacks do not negatively impact said backups. Provider shall backup UW Data on an incremental basis at least every 15 minutes, a full backup once each week, a full backup once each month, and full backup once each year. Backups shall be kept until the next incremental daily backup, weekly backups shall be kept for one month, monthly backups shall be kept for one year, and yearly backups shall be kept for seven years. The location of the back-up facility is *[insert location of Provider's back-up facility]*.
- I. **Third Party Provisioning of Services.** Provider must provide UW with the names and reasonably requested information of third parties providing service under this Rider.

**J. Operations.**

1. Provider shall provide everything necessary to provide the SaaS, including but not limited to hardware, proprietary and Third-Party Application(s) (if any), facilities and services, operations administration and management services.
2. Provider shall house its infrastructure for the SaaS Services in a secure facility as defined in the Security Requirements set forth herein. This facility shall employ second floor flood protection, dual UPS, generator power backup systems, redundant telecommunications routing and multiple HVAC environmental systems. The location(s) of this facility/these facilities is *[insert location of Provider's facility/ies]*.
3. Provider shall regularly monitor the performance of the SaaS and compliance with the specifications set forth herein in order to provide reasonable assurance that the SaaS is operating as expected, is appropriately and securely accessible from and to the Internet, and has adequate physical resources available for proper operation, such as CPU, memory, storage, and bandwidth. Monitoring methods include pro-active monitoring methods and recording, charting and retention for the purpose of determining resource utilization statistics and patterns.
4. The SaaS shall be accessible to users via the Internet twenty-four (24) hours a day, seven (7) days a week with a guaranteed availability of not less than ninety-nine point nine nine nine (99.999%) percent except for scheduled maintenance, required repairs, or interruptions beyond the reasonable control of Provider, as set forth below. Provider shall provide UW with a written maintenance schedule at least thirty (30) days in advance of such maintenance. Maintenance and required repairs shall be conducted on Saturdays or Sundays from 1:00 a.m. through 5:00 a.m. Central time. If a longer or difference maintenance outage is necessary, prior written consent from UW's System Administrator or his or her designee must be obtained, such consent not to unreasonably withheld provided that Provider has given at least thirty (30) days advance notice of the date and time of the extended maintenance outage period. If due to an emergency, Provider must perform emergency maintenance with less than 30 days notice, Vendor must verify consent of the System Administrator or his or her designee via verbal confirmation or return email confirmation. Provider is not responsible for any loss or interruption of services due to causes beyond the reasonable control of Provider or which are not reasonably foreseeable by Provider, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

- K. **Identity and Access Management.** Unless otherwise agreed to, the provision of Identity and Access Management must be governed by SAML Technology. Neither Provider nor any other party shall have direct

access to UW's directory structure such as active directory or LDAP. In no event may Provider grant access to third parties or reuse UW's authentication data or metadata without prior written consent.



- L. **Data Breach.** Provider must report any confirmed or suspected breach to UW data immediately upon discovery, both verbally and in writing, but in no event more than two business days after Provider reasonably believes a breach has or may have occurred. The report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Confidential Information accessed, used or disclosed, (iii) the person(s) who accessed, used and disclosed and/or received Confidential Information (if known), (iv) what service has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action service has taken or will take to prevent future unauthorized access, use or disclosure. Provider must contact UW prior to public announcement of breach or unauthorized disclosure of UW data.
- M. **Outages or Service Degradation.** Provider shall notify UW of any known outages or service degradation that may impact services levels set forth herein as soon as practicable.
- N. **One Contract.** The Provider is solely responsible for the performance of any and all third-Party Providers, subcontractors or agents performing under this Rider.
- O. **Reporting Requirements.** Provider shall provide the following reports on a schedule set forth herein or as otherwise mutually agreed in a mutually acceptable form and format.
  - 1. Reports on Data Breaches as they occur;
  - 2. Reports of known outages or service degradation as they occur; and
  - 3. Reports required by Exhibit C regarding Provider's meeting of KPIs.

## 5. RESTRICTIONS.

- A. **General Use Restrictions.** UW shall not directly or indirectly copy or reproduce any or all of the SaaS, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Provider; provided, however, UW may reproduce and distribute any SaaS output generated from UW Data.
- B. **Reverse Engineering.** Except as provided or allowed by law, UW agrees that it shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the SaaS.

## 6. PROPRIETARY RIGHTS.

- A. **Ownership.** Provider represents and warrants that it is the sole and exclusive owner, or has the right to use, all of the inventions, software, technology, expertise, know-how, materials and IP Rights contained in or a part of the SaaS. Provider's IP Rights shall in any event include the SaaS and any works based on or derived from the foregoing including any future versions, releases, upgrades or enhancements of the SaaS.
- B. **Marks and Copyrights.** UW shall not permit any of its employees to remove, alter, deface, obscure or otherwise modify any of Provider's Marks that are displayed on the SaaS, whether such Provider Marks are displayed or otherwise rendered by software or on printed media. In addition, UW shall not adopt or otherwise utilize any Marks containing confusingly similar names, designs or other indicia to Provider's Marks nor dilute Provider's Marks in any manner. Provider shall not use any of UW's Marks without the prior written permission of UW, and shall not adopt or otherwise use any Marks containing confusingly similar names, designs or other indicia to UW's Marks nor dilute UW's Marks in any manner.
- C. **Continued Operations.** If any software or documentation connected with the SaaS and subject to this Rider becomes, or in UW's or Provider's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that all or part of the SaaS infringes, misappropriates or otherwise violates any Intellectual Property Right of a third party, Provider, at its own expense shall take the following actions in the listed order of preference: (a) secure for UW the right to continue using the SaaS; or, if commercially reasonable efforts are unavailing, or (b) replace or modify the SaaS to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the SaaS. If Provider cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Provider shall accept the return from UW of the infringing component of the SaaS, along with any other components of the SaaS rendered unusable as a result of the infringing component and refund the price paid to Provider for such components.

## 7. TERMINATION.

- A. **Termination for Cause.** Except as provided in this Section, UW may terminate this Rider for cause in the event that the Provider fails to cure a material breach of this Rider within 60 days after receiving written notice thereof.
- B. **Termination Due to Material Change.** In the event that there is any material adverse change generally impacting market conditions in the financial services industry, due to causes beyond the Parties' commercially reasonable control, which material change causes a substantial diminution in either Party's reasonably expected economic benefits under this Rider, or substantially increases the burden of either Party's performance under this Rider, then, unless the Parties are able to agree after no more than 30 days of consultation on what, if any, changes to this Rider are necessary or appropriate to restore an equitable benefit of the bargain, the Party adversely affected by such change may terminate this Rider upon 5 days written notice to the other Party.
- C. **Effect of Termination.** In the event this Rider is terminated pursuant to this Section, (i) the non-terminating Party may pursue any and all remedies available to it under this Rider, at law or in equity (excluding Electronic Self-Help, as defined herein), as the remedies stated herein are cumulative and in addition to any remedies available at law or equity; (ii) Provider shall immediately stop the affected work hereunder and cause any of its suppliers or subcontractors to cease such work; (iii) UW's liability shall be limited to the price for all products and services delivered to and accepted by UW prior to the effective date of termination; and (iv) Provider will reasonably cooperate with UW for an orderly transition of the services and/or products contemplated by this Agreement to UW.
- D. **Survival.** The rights and obligations of the Parties which, by their nature must survive termination or expiration of this Rider in order to achieve its fundamental purposes, shall survive the termination of this Rider.

## 8. RETURN OF UW INFORMATION.

Upon contract termination for whatever reason, Provider shall provide a complete and secure (i.e. encrypted and appropriately authenticated) download file of UW data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. Such file must be provided within 30 days of contract termination and at no additional expense to UW.

## 9. MINIMUM GUARANTEE OF CONTINUED SUPPORT.

In the event of Provider's inability to offer continued service of the SaaS or support the same due to any reason other than UW's material breach of the Agreement, including because of Provider's insolvency, bankruptcy, or involvement in an involuntary proceeding for protection of its creditors; Provider's material breach of the Rider; Provider's failure to continue development of the SaaS; Provider's failure to provide UW with the most recent version of the SaaS; or any other circumstance whereby Provider can no longer satisfy its obligation to provide the SaaS or maintenance services to UW under this Rider (referred to as "Provider's Failure to Continue Service"), UW may exercise any of the following rights:

A. **Agreement to Continue Service to Allow for Migration.**

Upon an event that would constitute Provider's Failure to Continue Service, Provide may agree to provide a minimum of 24 months service at no additional charge to UW to allow UW sufficient time to migrate to another service. Should Provider agree to this, during the time of these provisioning of services, UW would be precluded from exercise of the escrow option.

B. **Grant of License to UW.**

Provider may grant UW a nonexclusive, fully paid, non-terminable, royalty-free, world-wide license to use, modify, copy, display, disclose to persons who have entered into a written agreement containing substantially the same confidentiality provisions as in this Rider for the purpose of accessing and maintaining the Software for UW, and otherwise to utilize the Software and the Source Code and other materials necessary to maintain and improve the Software for use by UW as set forth in this Rider and otherwise treat the Source Code as Object Code.

C. **Escrow Option.**

Upon UW's prima facie showing of Provider's Failure to Continue Service, Provider shall place the SaaS's source code and its documentation with an escrow agent acceptable to both Parties with an escrow agreement which includes a provision that the escrow agent shall release the Source Code Escrow to UW, the rest of the agreement to be mutually agreed upon by the Parties. Provider shall bear all fees for the escrow agent.

Should UW demonstrate to the escrow agent to a probable cause showing that Provider's Failure to Continue Service has occurred, UW that shall be deemed to automatically have a nonexclusive, fully paid, non-terminable, royalty-free, world-wide license to use, modify, copy, display, disclose to persons who have entered into a written agreement containing substantially the same confidentiality provisions as in this Rider for the purpose of accessing and maintaining the Software for UW, and otherwise to utilize the Software and the Source Code and other materials necessary to maintain and improve the Software for use by UW as set forth in this Rider and otherwise treat the Source Code as Object Code.

Should Provider successfully challenge that Provider's Failure to Continue Service has occurred, UW shall return the escrow material to the escrow agent or Provider as appropriate.

**10. NOTICES.**

**A. Legal Notices to UW**

All notices to UW (excluding notices regarding service issues) shall be considered as properly given if (a) sent by an express courier delivery service which provides signed acknowledgments of receipt; or (b) deposited in the U.S. certified or registered first class mail, postage prepaid, return receipt requested to the address below. Such notices shall be effective upon receipt.

UW-Madison  
Director, Purchasing Services  
21 N Park Street  
Madison WI 53715-1218

**B. Legal Notices to Provider:**

All notices to Provider shall be considered as properly given if sent in accord with section 20.A. herein. Such notices shall be effective upon receipt.

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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, non-disruptive 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 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 in manufacture or materials 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 to keep the work product in operating order in accordance with such specifications.