

PROPOSALS MUST BE SEALED & ADDRESSED TO:

AGENCY ADDRESS:

REQUEST FOR PROPOSAL
 THIS IS NOT AN ORDER

PROPOSER (Name and Address)

Remove from proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # _____. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact the person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award..

Proposals MUST be in this office no later than	
Name (Contact for further information)	
Phone	Date
Quote Price and Delivery FOB	
<input type="checkbox"/> Public Opening	<input type="checkbox"/> No Public Opening

Description

Payment Terms:	Delivery Time:
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We claim minority bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson Ave., Madison, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.

Wis. Stats. 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. Materials covered in our bid 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

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement 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 statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)	Title	Phone	Fax
Signature of Above	Date	Email:	

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

INSTRUCTIONS FOR USE OF THIS SAMPLE REQUEST FOR PROPOSAL (RFP)

(Revised 10/2005)

This document is designed for use by program and purchasing staff who need to select a contractor using the request for proposal process. It includes a standard format and language to use when writing an RFP. Optional provisions are provided which may be used depending on the procurement and the needs of the agency.

Agencies may tailor this sample RFP to fit their needs. Instructions on using the form and the RFP process are surrounded by asterisks to distinguish them from the language which should appear in the actual RFP document.

Contact your agency purchasing office before you take any action. Your purchasing staff can save you time, effort, and anticipate problems. Your purchasing staff can also obtain assistance or represent your concerns with the appropriate staff at the State Bureau of Procurement.

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1.0 GENERAL INFORMATION

1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for _____. The State as represented by _____ intends to use the results of this solicitation to award a contract for _____.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Insert the generic name(s) of the product(s) and/or service(s) that are the subject of this RFP in the first and third blanks. Insert the name of the procuring agency in the second blank.

1.2 Scope of the project

- 1.2.1 Project description
- 1.2.2 Objectives
- 1.2.3 Needs
- 1.2.4 Current operations

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
This section should provide sufficient information and detail to give the proposers a clear understanding of what the agency needs.

1.3 Procuring and contracting agency

This Request for Proposal (RFP) is issued by the Wisconsin Department of _____ which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is _____.

The contract resulting from this RFP will be administered by the Wisconsin Department of _____. The contract administrator will be _____.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Describe in general terms the nature or work carried out in the agency(ies) which will procure the product(s) and/or service(s) that are the subject of this RFP.

1.4 Definitions

The following definitions are used through the RFP.

- Agency means the Wisconsin Department of _____.
- Proposer/vendor means a firm submitting a proposal in response to this RFP.
- State means State of Wisconsin.
- Contractor means proposer awarded the contract.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Add definitions as needed.

1.5 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before _____ to:

(Name of State Employee)
(Title)
(Department/Agency)
(Address)
(Telephone #)
(FAX #)

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

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

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Any contract with State employees concerning this RFP are prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Vendors should be able to submit written questions to clarify the RFP. Insert the date when questions must be submitted. Insert the name, address and telephone number of the appropriate purchasing officer to whom questions are submitted. The purchasing officer should handle procedural questions and refer technical questions to the appropriate staff. All responses to vendor questions should be issued by the purchasing officer. The purchasing officer will determine the need to issue a supplement or revision of the RFP based on the responses.

The agency may choose several options to provide vendors with information on the RFP. Any option chosen should be explained clearly in the RFP including deadlines, location for proposer conferences, etc. Some options are: 1) telephone questions; 2) visits with agency staff and 3) a proposers conference. Information given to any vendor should be given to all vendors receiving the RFP. All answers to questions in a proposers conference must be given in writing to all vendors.

1.6 Vendor conference

A vendor conference will be held on _____ at _____ in _____ to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. If no questions are received, the State reserves the right to cancel the vendor conference. All vendors who intend to respond to the RFP _____ attend the vendor conference.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Insert the date, time, and location of the vendor conference. See your purchasing personnel to decide whether to have a vendor conference, and if you decide to have one, whether attendance is optional or mandatory. If mandatory, insert "must" in the remaining blank and add a sentence at the end of the paragraph stating if a vendor fails to attend the conference and submits a proposal, the proposal will be rejected. If the vendor conference is optional, insert "should" in the remaining blank. All answers to questions in a vendor's conference must be provided in writing to all vendors.

1.7 Reasonable accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference, contact the _____ at _____(voice) or _____(TTY).

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Insert the department name, telephone number and TTY number into blanks. Vendor calls should go to the purchasing section or whoever is coordinating the vendor conference or proposal opening.

1.8 Calendar of events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
date of issue	Date of issue of the RFP.
date of issue+10	Last day for submitting written inquires.
date of issue+15	Vendor conference.
date of issue+20	Mail notification to vendors of supplements or revisions to the RFP.
date of issue+35	Proposals due from vendors.
date of issue+50 (est.)	Interviews by invited vendors.
date of issue+65 (est.)	Demonstrations by invited vendors or on-site visits by evaluation committee.
date of issue+75 (est.)	Notification of intent to award sent to vendors.
date of issue+85 (est.)	Contract start date.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Insert the date and time of each of the events in the above calendar. The suggested span of time between events is given in terms of number of working days. Longer time spans may be necessary for complex RFPs. It is preferable to enter dates and times in this calendar of events and elsewhere in the RFP. It is permissible to use relative timeframes from the issue date specified on the cover sheet as long as the number of days is expressed clearly as work days or calendar days. The vendor conference, oral presentations, and demonstrations are not applicable to all RFPs. If they are not anticipated, they should be deleted from this calendar. At a minimum, there should be two (2) weeks from date of issue until proposals are due. Date of notification of intent to award and contract start date may be omitted to allow the procuring agency greater flexibility in the evaluation and award process.

1.9 Contract term and funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for _____ year from that date, with an option by mutual agreement of the agency and contractor, to renew for _____ additional _____-year periods.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
The length of the resulting contract should be explained, including possible renewal options. The contract must specific the length of contract and any renewal options. The agency may indicate a dollar figure as a guideline to prospective proposers in preparing proposals. If there is a limit on funds available, it can be noted.

1.10 VendorNet registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT
Include in each RFP over \$25,000 the above or similar language.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring costs

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

2.3 Submitting the proposal

DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT
Identify precisely where and when the proposal should be delivered and the number of copies. In setting the number of copies, you should include one for each evaluator and one for the purchasing file.

Proposers must submit an original and _____ copies of all materials required for acceptance of their proposal by _____ to:

- (Name of state employee)
- (Title)
- (Department/Agency)
- (Complete address not P.O. box #)

DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT
Insert the number of copies that are needed for each evaluator to have a copy. The original of each must become part of the permanent record of the procurement. Insert the date, time, and C.T. proposals will be due. This must be the same date and time that is shown in the Calendar of events in Section 1.8 above and as listed on the cover page. Insert the complete name and address of the purchasing officer to whom the vendor sends the proposal.

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped as accepted by the Purchasing Office by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

An original plus three (3) copies of the **Cost Proposal** must be sealed and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words “Cost Proposal, RFP (Name of RFP)” and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above.

2.4 Proposal organization and format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

(EXAMPLE)

- Cover page ()
- Introduction
- Response to general requirements ()
 - Organizational qualifications ()
 - Staff qualifications ()
 - References ()
- Response to technical requirements ()
- Cost proposal ()
- Required forms ()
 - Designation of Confidential and Proprietary Information
 - Vendor Information
 - Vendor Reference
- Appendix

The vendor must submit its **Cost Proposal** on the form provided in Appendix C according to the instructions provided. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal.

No mention of the cost proposal may be made in the response to the technical requirements of this Request for Proposal.

2.5 Multiple proposals

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

2.6 Oral presentations and site visits

DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT

Oral presentations and site visits may be conducted with all proposers for the purpose of clarification or with the highest ranking proposers after review of all written proposals. In conducting these discussions, there shall be no disclosure of any information obtained from any competing proposer. If the RFP requires or permits oral interviews as part of the proposal evaluation, top scoring proposers shall be given an equal opportunity to interview. Interviews and site visits should be used to clarify and elaborate on the written

proposal. Interviews should not be used as an opportunity for the vendor to alter a proposal. Sometimes, an agency will send the highest ranking proposers the basic questions to which the evaluation committee wants answers during the interview.

Top scoring vendors based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

2.7 Demonstrations

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Demonstrations are used primarily with data processing products and/or services. However, there are times when an agency might wish to have a demonstration of other types of products and/or services. If no demonstration is to be part of the RFP, this section should be deleted from the RFP.

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a State site. Product(s) being demonstrated must be delivered to the State site upon two (2) weeks notice by the State to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The State will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the State's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the State. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

2.8 Withdrawal of proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of _____ days after the due date and time if received by the RFP project manager. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

The evaluation criteria and award procedures must be established when the RFP is prepared. It defines the specific criteria to be used to score each proposal and award the contract. The RFP scoring procedure will focus the judgment of the evaluation committee and reduce biases. The methodology must be tied directly to general and technical/specific requirements. Prior to the issuance of the RFP, a list of evaluation committee members and their titles must be submitted to the State Bureau of Procurement and an RPA if the dollar amount of the anticipated contract exceeds the agency's delegated purchasing authority. The evaluation committee must have at least one member or person advising the committee who is trained in the RFP process. Involving the evaluation committee members in the development of the RFP and in the development of the evaluation criteria for proposals usually provides for a better informed evaluation committee. No person shall serve on an evaluation committee where the action of that committee might benefit that person, or a member of that person's immediate family as defined in s. 19.42(7), Wis. Stats. **NOTE:** See the following sections of the State Procurement Manual (PRO-C-12 and PRO-C-29) for more specific information about items to be included for review and approval of RFPs as well as instructions to be given committee members regarding their responsibilities as evaluators.

3.1 Preliminary evaluation

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that all vendors do not meet one or more of the mandatory requirements, the State 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.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Proposers must be told what requirements in the RFP are mandatory and will result in a proposal being rejected. Items should only be listed as mandatory if a proposal would be rejected if it did not meet the requirement. If a requirement is not absolutely essential, it should not be identified as mandatory. However, the RFP language should not require the agency to reject a proposal for not meeting specifications in case the mandatories are found to be unrealistic. **CAUTION:** A mandatory requirement cannot be eliminated if at least one proposer is able to comply. A mandatory requirement can be eliminated only if none of the proposers can comply.

3.2 Proposal scoring

The cost proposals will be calculated with the most points awarded to the proposal with the lowest cost. Other cost proposals will be assigned points that correlate to those assigned to the lowest cost proposal.
(or)

Various costing methodologies and models are available to analyze the cost information to determine the lowest cost to the agency. The agency will select one method for scoring costs and will use it consistently throughout its analysis of all the cost proposals. The selected methodology will be available at the proposal opening or by calling the RFP contact person identified in Section 1.5.

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of an evaluation committee except at the State's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.3 Evaluation criteria

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

The evaluation criteria must be included in the RFP so that all prospective proposers are aware of the basis for selection. The scoring information in the RFP can be general such as that provided below. However, the scoring methodology used by the evaluation committee must be detailed and include benchmarks for each criterion. The degree of complexity for benchmarks usually increases with larger cost solicitations. This detailed information does not have to be included in the RFP. Examples of scoring procedures are provided in the supplemental information section. The recommended guideline for scoring the cost area is usually in the 15-30% range.

The proposals will be scored using the following criteria:

	Description	Percent
1.	General requirements	50%
	a. detail	200
	b. detail	300
2.	Technical requirements	30%
	a. detail	100
	b. detail	100
	c. detail	50
	d. detail	50
3.	Cost	20%
	Total:	800 100%

The evaluation committee must award at least _____ points for the _____ requirements prior to having the cost proposal scored. A proposal that receives less than _____ points on these sections will be ineligible for further consideration.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Insert number of points and general, technical, and any other requirements that apply to the RFP.

3.4 Right to reject proposals and negotiate contract terms

The State reserves the right to reject any and all proposals. The State may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

3.5 Award and final offers

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

The contract must be awarded to the highest scoring proposal. It may be necessary to request proposers to modify their proposals before making a final decision. This may be done by requesting proposers to submit a best and final offer. This should be done with all proposers or the highest scoring proposers. The best and final offers should be scored in the same manner as the initial proposals.

The State will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the

highest scoring proposer. However, a proposer should not expect that the State will request a final and best offer.

3.6 Notification of intent to award

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Insert the notification of intent to award language in requests for proposals for services over \$25,000.

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at _____ . Vendors should schedule reviews with _____ at _____ .

3.7 Appeals process

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Insert the appeals process language in requests for proposals for services over \$25,000.

Notices of intent to protest and protests must be made in writing to the head procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Insert the name, address, and phone number of the head of the procuring agency or their officially delegated representative.

and received in his/her office no later than five (5) working days after the notices of intent to award are issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

4.0 GENERAL PROPOSAL REQUIREMENTS

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
All the general requirements for the RFP should be included in this section. The agency should describe what is needed and identify what should be addressed directly in the proposal. The general requirements are those requirements which are not exceptionally technical and detailed. Those are addressed in the technical/specific requirements section. Following are some common general requirements.

4.1 Mandatory requirements

The following requirements are mandatory and the proposer must satisfy them.

4.1.1 Mandatory 1

4.1.2 Mandatory 2

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

The above section stipulates the requirements a proposer MUST meet to be considered in the award of a contract. Agencies should be aware that they have the option of scoring mandatory requirements. This is done usually in the highly technical areas where various methods of meeting a mandatory requirement exist but some methods may be more acceptable than others.

4.2 Organization capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Often the capabilities and experience of the firms are very important in selecting a qualified vendor. Describe in this section the type of information about the firm which is needed to assess experience and capabilities.

4.3 Staff qualifications

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

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Staff qualifications can be substantially different from organizational qualifications and should be reviewed separately. It is common practice in RFPs to require proposers to submit the resumes of staff who will be assigned to the contract.

4.4 Proposer references

Proposers must include in their RFPs, a list of all (clients/buyers/organizations) with whom the proposer has done business like that required by this solicitation within the last (months/years). For each client/buyer/organization, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment which was the basis for the business relationship. The procuring agency will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of any references will be provided to the evaluation committee and used in scoring the proposal.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

References can provide a valuable insight in vendor performance and use of references are encouraged. If references are used, the agency must decide how they should be scored. An alternative would be to use the reference results to clarify and substantiate information in the written proposal. The reference results can be considered when scoring the responses to the general and technical requirements in the RFP. Another alternative is to give scores to references separate from the scoring of the written proposal. It is often best to have one person do the reference checks and provide a summary of the information to the evaluation committee members. In this latter situation, references must be designated as an evaluation category and assigned points in the Evaluation criteria in Section 3.3.

5.0 TECHNICAL REQUIREMENTS

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
All technical requirements for the product(s) and/or service(s) are the subject of this RFP and must be included here. The omission of any important requirements may result in a vendor including a product(s) and/or service(s) which will not meet the State's needs while the inclusion of excessive requirements may restrict competition unnecessarily, cause proposals to be overly expensive, or even eliminate all competitors. Some logical grouping of requirements will be helpful to both the vendors and to the evaluation committee members. The following is a brief example of the type of statements and format which are recommended for this section of the RFP. Other examples can be found in the supplemental information section.

5.1 Overview of technical requirements

5.2 Technical requirement 1

5.3 Technical requirement 2

6.0 COST PROPOSAL

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Vendors should be instructed on preparing cost proposals in this section. The RFP should be clear on how costs will be evaluated and scored. Cost proposals for RFPs can be very complicated and agencies should have a clear scoring methodology prepared before the RFP is issued. In most cases cost scoring should be done in an objective and quantitative manner. Scores can be calculated by one person and all reviewers use the same scores. Only in rare cases is a subjective scoring of cost proposals appropriate.

6.1 General instructions on preparing cost proposals

The cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the State. The State will select one method and use it consistently throughout its analysis. The cost methodology will be available at the time that the proposals are due.

6.2 Format for submitting cost proposals

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
The format should be specified in this section and should relate directly to the agency's plan to score the cost proposal. Use of a form greatly facilitates getting consistent information and eases evaluation. Cost proposal formats are provided in the supplemental information section (Appendix C).

6.3 Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for proposals.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
The purpose of fixed price is ensuring vendors maintain pricing during the evaluation process. This does not release the proposer from holding price increases during the contract as stated in the Standard Terms and Conditions or where otherwise stipulated in the RFP. The fixed price period can be longer than sixty (60) days if the agency needs the additional time to evaluate the proposals.

6.4 Inflationary adjustment

The contractor may receive an inflationary adjustment to his/her base fee/hourly rate(s) at the start of each annual contract extension/renewal period. This increase may be based on either seventy-five percent (75%) of the increase in the prevailing Consumer Price Index for Urban Wage Earners (CPI-U) for Milwaukee, Wisconsin, in effect for the quarter ending January of the current year or five percent (5%) of the current contractor's base fee whichever is lower.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

This section should include any contract terms and conditions that are not standard. Some examples of special terms and conditions are described below. Special terms and conditions for data processing contracts are available from the State Bureau of Procurement.

7.1 Payment requirements

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Payment procedures should be specified in this section. Agencies are encouraged to tie payments to the delivery of specific products.

7.2 Liquidated damages

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Penalty clauses will not be used in State contract, nor will penalties be assessed. However, when necessary, liquidated damages clauses may be included in State contracts when actual damages may be incurred by the State due to contractor noncompliance or nondelivery. The dollar amount per day should reflect actual damages incurred by the State to be defensible in possible litigation. The following sample clause is for late delivery situations.

The contractor acknowledges that damages will be incurred by the agency, in the amount of _____ per working day, not to exceed one-half of the total of the contract, for every day past the scheduled delivery date. The contractor agrees that the agency shall have the right to liquidate such damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

7.3 Performance bonds

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

This section may not apply and in most cases should be eliminated. Agencies are encouraged to avoid using performance bonds (consider liquidated damages [7.2] instead). If a bond is used, the dollar amount should be reasonable and defensible in case of litigation. The State should pay for the performance bond if small businesses are on the bid list.

7.4 Prime contractor and minority business subcontractors

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Agencies are encouraged to seek minority business subcontracting when appropriate. Before entering the following paragraphs into the RFP, the Minority Business Director (608/267-7806) should be contacted to determine if there is minority business subcontracting potential in the area of product(s) and/or service(s) being requested.

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 contracting agency is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development 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.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
For term contracts (as opposed to proposals for one-time purchases), add the following language:

The supplier/contractor shall furnish appropriate quarterly information about its effort to achieve this goal, including the identities of such enterprises certified by the Wisconsin Department of Commerce and their contract amount.

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/dsas/mbe/index.asp>.

7.5 Executed contract to constitute entire agreement

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
The agency should include language in the contract which states whether the RFP is part of the signed contract if the contract does not address all contractor responsibilities as they appeared in the RFP. Select first paragraph **OR** the following two to address this point.

In the event of contract award, the definitive contract will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of the contract. (or)

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award.

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****
Adjust the following list to reflect the actual situation. Standard Terms and Conditions and the RFP reference are mandatory.

The following priority for contract documents will be used if there are conflicts or disputes.

- Official Purchase Orders
- Vendor's Proposal Dated xx/xx/xx (Due date)
- State Request for Proposal Dated xx/xx/xx (Issue date)
- Standard Terms and Conditions

7.6 Termination of contract

The agency may terminate the contract at any time at its sole discretion by delivering _____ days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever,

it will refund to the agency within _____ hours/days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than _____ days prior to said termination.

8.0 STANDARD TERMS AND CONDITIONS

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

This section of the RFP should include all the standard terms and conditions which the selected vendor must meet. The section references the Standard Terms and Conditions (DOA-3054) and the Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681) prepared by the State Bureau of Procurement. The Standard Terms and Conditions (DOA-3054) are mandatory. The Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681) are mandatory in most instances for soliciting proposals for services and should also be included in the contract.

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions (DOA-3054)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award. (or)

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

Standard Terms And Conditions (Request For Bids / Proposals)

- 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 State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications 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. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers 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 State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** 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.
- 6.2** 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 contracting agency 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 industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** 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).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin 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.
- 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.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, 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 State of Wisconsin 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.
- 13.0 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.
- 14.0 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 contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..

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

17.0 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 State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., 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.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: 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), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 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.

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

19.3 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.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin 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 State of Wisconsin (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.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 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.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 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.

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

24.0 CANCELLATION: The State of Wisconsin 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.

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

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state 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. 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, Wis. Stats.), 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 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 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 with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 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.

33.0 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.

34.0 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.

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.



Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

9.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Blank forms are attached.

Designation of Confidential and Proprietary Information (DOA-3027)

Vendor Information (DOA-3477)

Vendor Reference (DOA-3478)

****DELETE THIS EXPLANATION FROM THE FINAL DOCUMENT****

Include any additional forms that pertain to this RFP.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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

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

We request that the following pages not be released

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

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

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____

FEIN _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

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

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

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

APPENDIX

SUPPLEMENTAL INFORMATION

The following are supplemental appendices which may be useful in preparing a RFP.

SUPPLEMENTAL INFORMATION	Appendix
RFP Evaluation Criteria—Example 1	A
RFP Evaluation Criteria—Example 2	B
Examples of Methods to Score Costs	C
Sample Technical Specifications—Consulting	D
Sample Technical Specifications—Equipment	E
Sample General Rating Scale	F
Assurance of Compliance	G

APPENDIX A

RFP Evaluation Criteria—Example 1

1. Proposer's Familiarity with _____ Operations in Wisconsin (30%)*
 - 1.1 Understanding of _____ mission, organization, staffing, and financial operations (20%)
 - 1.2 Familiarity with federal and state programs administered by _____ (10%)
2. Managerial Capability (15%)*
 - 2.1 Experience and appropriateness of contractor's staff assigned to the project as documented in resumes (5%)
 - 2.2 Availability of specialized staff (computer services, etc.) for use on contract (5%)
 - 2.3 Reasonableness of work plan and timetables in meeting specifications with proposer staff resources (5%)
3. Technical Capability and Approach to Meeting Specification Requirements (25%)*
 - 3.1 Completeness in meeting all specification requirements (15%)
 - 3.2 Clarity and organization in concept development (5%)
 - 3.3 Favorable references from former recipients of contractor's services (5%)
4. Cost Estimate (30%)*
 - 4.1 Thoroughness of cost estimate in anticipating all expenses (5%)
 - 4.2 Evidence of most efficient use of financial resources (5%)
 - 4.3 Actual cost (20%)

TOTAL 100%**

* Sample Percentage

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

This is information appropriate for providing to prospective proposers. Evaluator should have more detail or benchmarks on which to base their point awards.

APPENDIX B

RFP Evaluation Criteria—Example 2

<u>Criteria</u>	<u>Weight*</u>
1. General Quality and Adequacy of Response	150
a. Completeness and thoroughness	40
b. Grasp of problem	70
c. Responsiveness to terms and conditions	40
2. Technical Approach—Quality of Package Provided	300
a. Approach to program analysis	100
b. Services to be rendered—quantity and quality	200
3. Organization, Personnel, and Experience	200
a. Qualifications of personnel	80
b. Experience with program analysis and model presentations	80
c. Past experience with government organization, applicable programs	40
4. Timetable	100
a. Ability to meet schedules	100
5. Cost	<u>250</u> <u>250</u>
	1000 1000**

* Sample Weight

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

This is information appropriate for providing to prospective proposers. Evaluator should have more detail or benchmarks on which to base their point awards.

APPENDIX C

Examples of Methods to Score Costs

The following are two methods of scoring cost.

1. Cost will be divided by the total points to arrive at a cost per point per proposal and ranked accordingly.
2. Cost is one of the evaluation categories listed above and will be a percentage of the total RFP evaluation. After the final grading of the proposal requirements, cost will be prorated with the lowest cost proposal given the highest score for that category. A formula would be as follows:

$$\frac{\text{Lowest Bid}}{\text{Other Proposer's Bid}} \times \text{Maximum evaluation points given to cost} = \text{Score}$$

(varies according to proposal being scored)

Calculation of points awarded to subsequent proposals will use the lowest dollar bid 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 then is multiplied by the number of points given to the cost section of the RFP. Total the final score.

3. The lowest cost proposal will receive the maximum number of points available for the cost category. Other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal. The scores for the cost category will be calculated on a mathematical formula and will not be scored by the evaluation committee members.

The following is an example to calculate cost points, but should not be included in the RFP

Example:	Total Cost Points Available	100 points
	Lowest Cost Proposal	\$200

Proposal Cost	Proposal Points Awarded
\$200 (The lowest cost proposal)	100 Points
\$300 $\$200 \div \$300 =$ (The lowest cost proposal is 66% of the second lowest cost proposal)	66 Points
\$325 $\$200 \div \$325 =$ (The lowest cost proposal is 61.5% of the third lowest cost proposal)	61.5 Points
\$330 $\$200 \div \$330 =$ (The lowest cost proposal is 60.6% of the fourth lowest cost proposal)	60.6 Points
\$400 $\$200 \div \$400 =$ (The lowest cost proposal is 50% of the fifth lowest cost proposal)	50 Points

APPENDIX D

Sample General and Technical Specifications—Consulting Services

(This second part of the RFP describes the technical specifications for conduct of the project.)

1. OBJECTIVES

(Specify the objectives of the contract. Describe the results or services needed.)

2. NEED

(Explain the need for the services requested and describe the problems.)

3. CURRENT OPERATIONS OR ACTIVITIES

(Describe the current operations or activities which may affect this contract.)

4. ALTERNATIVES

(The contractor may be required to develop alternatives and define appropriate management methods and alternatives for improved operations. In addition, the contractor may be expected to develop appropriate legislation and administrative bulletins as required. Where required, new organizational structures will be proposed and capital equipment requirements identified.)

5. RECOMMENDATION PLAN

The contractor in cooperation with the agency will consolidate selected alternatives and identify an implementation plan and projected costs for implementation. Cost-benefit analysis will be done on a selected basis as determined by the agency. In particular, the impact of the acceptable alternatives on the present system will be identified.

6. ON-SITE AGENCY VISITS

The study will include on-site agency visits in addition to agency interviews. These visits must include, but not be limited to, the following locations. (Indicate agency units, persons to contact, phone number, and addresses.)

7. STATUS REPORTS AND PRESENTATIONS

The contractor will be required to provide the agency with written and oral status reports as specified. Further, the contractor will make a minimum of _____ presentations to the agency during the course of the engagement, not including the final report. The presentations will be at the significant departure points in project schedule as indicated here and identified by the agency. Five (5) working days will be given to the contractor in advance of a specific presentation.

8. SCHEDULE

(Explain the schedule by which the contractor is to provide services or deliver products.)

9. BILLING

(Explain how the contractor is to invoice and advise frequency of payment. Detail any partial payment withholding conditions and/or final payment conditions.)

10. FINAL REPORT

It is required that the final report be presented in two forms, a formal written report and an oral report. The written report (specify number of copies) will include but is not limited to:

- 10.1 Executive summary
- 10.2 Commentary on the present system
- 10.3 Recommendations on how the state can better manage and coordinate this function

Recommendations will consider:

- 10.3.1 Costs to continue present system
- 10.3.2 Implementation costs
- 10.3.3 Required legislation
- 10.3.4 Method of implementation
- 10.3.5 Impact of recommendations on present system
- 10.3.6 Cost/benefit summary
- 10.3.7 Technical description of analytical techniques used

An oral report to the agency will include visuals and be a synopsis of the formal written report.

APPENDIX E

Sample Technical Specifications—Equipment

1. Describe current situation or problems.
2. Describe outputs, results, or service needed.
3. Project schedule requirements.
4. Describe support plans, backup, and recovery.
5. Indicate response time requirements.
6. Reports required by the successful proposer. Provide timetables that they must meet.
7. What manuals must accompany proposal.
8. Will the equipment need to be installed by the proposer or by the agency.
9. Do you want information on site requirements.
10. References including contact person and phone number.
11. Location of similar installations.
12. Proposed payment schedule, i.e., indicate whether periodic payments are needed.
13. Corporate background.
14. Copies of proposer contracts if the proposer will require that we sign them (which should be avoided.)
15. Is a checklist needed for the proposers to make sure that they have included everything.

APPENDIX F

Sample General Rating Scale

Excellent	The proposal exceeds all of the requirements for the area. Required documentation or analysis in this area is in all respects well done and methodologically sound, accomplishes all the purposes stated in the RFP in a highly competent manner, and clearly establishes a superior basis for the project. Proposed programming, including the design, organization, methodological plans and activities related to the content area in question are completely capable of accomplishing all the project objectives.
Very Good	The proposal meets all of the requirements for the area and, in some respects, exceeds these. Required documentation or analysis in this area is in most respects well done and methodologically sound, accomplishes all the purposes stated in the RFP and clearly establishes a good basis for the project. Proposed programming, including the design, organization, methodological plans and activities related to the content area in question are sufficiently capable of accomplishing all the project objectives.
Good	The proposal adequately meets most of the requirements for the area. Required documentation or analysis in this area is done adequately, is methodologically sound, accomplishes many, but not all, of the purposes stated in the RFP and establishes an adequate basis for the project. Proposed programming, including the design, organization, methodological plans and activities related to the content area in question are acceptably capable of accomplishing all the project objectives.
Fair	The proposal meets some of the requirements for the area adequately, but contains some deficiencies. Required documentation or analysis in this area is, in only some respects, methodologically sound, accomplishes some but not all of the purposes stated in the RFP and establishes a somewhat adequate basis for the project. Proposed programming, including the design, organization, methodological plans and activities related to the content area in question are somewhat incapable of accomplishing all the project objectives.
Poor	The proposal scarcely meets the requirements for the area and contains many deficiencies. Required documentation or analysis is in many respects inadequate, methodologically unsound, scarcely accomplishes the purposes stated in the RFP and fails to establish an adequate basis for the project. Proposed programming, including design, organization, methodological plans and activities related to the content area are unquestionably incapable of accomplishing the project objectives.

REVIEWER COMMENTS

In addition to making the numerical ratings, evaluators should write brief review comments under the scale to explain the score assigned. These comments serve three purposes: First, they will help evaluators clarify their reasons for making decisions concerning the numerical ratings and to discuss the proposal among committee members. Second, the comments will help evaluators as they refer back to proposals in making relative comparisons between proposals. Third, these written comments will provide a written record of the evaluation process.

State of Wisconsin

Department: _____

Name

Request for Proposal: _____

Name and Number

Assurance of Compliance with Ethical Guidelines and Procedures for Proposal Evaluations

I certify that I have no personal financial interest in any of the organizations or companies submitting proposals to this Evaluation Committee. Further, I do not participate in the activities or administration of any of these organizations or companies that lead me to hold a “substantial bias” in favor of or against any proposing organization or company. I have never represented any of these organizations except as noted below (explain below). I am able to evaluate fairly and impartially all proposals given to me regardless of their authors.

and

I certify that I have informed the Evaluation Committee Advisor of any other possible conflict of interest, apparent or real.

and

I certify that I have completed the evaluations of all proposals with the evaluation instructions and ethical guidelines provided.

Comment:

Signed _____ Date _____

or

I wish to disqualify myself from the Evaluation Committee because of a potential conflict of interest or the appearance of a conflict of interest regarding:

Name of Proposer

Signed _____ Date _____