



A

REQUEST FOR PROPOSALS (RFP)

For:

Capital Campaign Consultant for the University of Wisconsin Platteville College of EMS

RFP# LB-2731

Issued by:

UNIVERSITY OF WISCONSIN PLATTEVILLE

**Proposals must be submitted
no later than 3:00 PM C.T.
December 18th, 2019**

For further information regarding this

RFP contact: Lewis Bettinger at (608) 342-1221.

**THERE WILL BE NO PUBLIC OPENING
SUBMIT RESPONSES IN ACCORDANCE WITH
SECTION 2.0 OF THIS RFP**

LATE PROPOSALS WILL BE REJECTED

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Definitions	For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated:
Agency:	Office, department, agency, institution of higher education, association, society or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and courts, but not including an authority.
ARO:	After Receipt of Order
Authorized User	Any state agency, University of Wisconsin campus, or other state or local public body authorized to use statewide contracts, as established in §§ 16.70 (1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes and § PRO-D-30 of the State Procurement Manual.
Bid	A price quotation specifically given to a prospective purchaser by a prospective seller; a bid is not an offer to sell.
Bidder Broker	Person or firm submitting a bid in response to requests for bids. Someone who acts as an agent for others, as in negotiating contracts, purchases or sales in return for a fee or commission.
Business Days	Monday through Friday, excluding state holidays.
Contractor	Person or entity providing equipment, materials, supplies, contractual services to a contracting agency of the State.
Contract Manager	Designated University of Wisconsin Platteville staff personnel
F O B	Seller retains title and control of goods until they are delivered and the contract of carriage has been completed. The seller selects the carrier and is responsible for the risk of transportation. The seller is responsible for filing claims for loss or damage
Lowest Responsible Bidder	The following factors may be considered. (a) The financial ability to provide the services required or to complete the contract; (b) The skill, judgment, experience, and resources to complete the contract; (c) The necessary facilities, staff, personnel, and equipment to complete the contract; (d) The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner; (e) The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required; and

(f) Any other factor determined to be relevant in assessing the bidder's ability to supply are required. (Adm. 6.01 (9))

MBE	Minority Business Enterprise
Procurement	Process of obtaining goods, including all activities from the planning process, preparation of a requisition, through receipt and approval of the final invoice for payment
Procuring Agency	State Agency which conducts the purchasing transaction
Purchasing RFP	University of Wisconsin Platteville Purchasing Department Request for Bid including all documents use for soliciting proposals.
Specification	Description of what the procuring agency requires and consequently, what a bidder must offer to be considered for an award. A specification may be a description of the physical or functional characteristics, or the nature of a supply. It may include a description of a requirement for inspecting, testing, or preparing a supply item for delivery, the necessary performance criteria, and a description of the procedures to be followed when submitting and evaluating bid.
State	State of Wisconsin
Vendor	Firm submitting a proposal response to this Request for Proposal
May	Discretionary
Must	Requirement is mandatory
Shall	Requirement is mandatory
Should	Desired but not mandatory

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a capital campaign for the University of Wisconsin – Platteville (the University). The University has identified a \$10M fundraising goal for the College of Engineering, Mathematics and Science (EMS) to leverage the advent of Sesquicentennial Hall. This fundraising effort will be much larger in scope and complexity than past fundraising practices in the college and requires additional expertise and personnel to be successful. In addition, because the Sesquicentennial Hall project is already underway, the optimal time to leverage enthusiasm for this project to raise substantial funds is already upon us. The project is expected to consist of two phases.

1.2 Procuring and contracting agency

The University of Wisconsin Platteville is located in Southwestern Wisconsin in Platteville, Wisconsin a city with a population of some 11,000. Student enrollment is approximately 7,400, 90 percent of which are undergraduates, of those, 3600 students live in 10 on campus residence halls. The main campus includes over 30 buildings.

This RFP is issued by the University of Wisconsin Platteville 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:

Lewis Bettinger
Purchasing Director
2201 Ullsvick Hall
1 University Plaza,
Platteville WI, 53818.
608.372.1221 P
608.342.1222 F
bettingerl@uwplatt.edu

The University of Wisconsin Platteville will administer the contract resulting from this RFP. The contract administrator will be:

Molly Gribb
University of Wisconsin Platteville
1 University Plaza
Platteville, WI 53818
608-342-1561 P
gribbm@uwplatt.edu

1.2 Vendornet Registration

Only vendors registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. 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.

1.4 Clarification of the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before November 20th, 2019 to Lewis Bettinger at bettingerl@uwplatt.edu

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 immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be posted on VendorNet.

1.5 Reasonable accommodations

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations contact Lewis Bettinger at 608.342.1221 (voice) or bettingerl@uwplatt.edu.

1.6 Calendar of events

Listed below are important dates and times by which actions related to this Request for Proposals (RFP) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFP.

DATE	EVENT
November 11, 2019	Date of issue of the RFP
November 20, 2019	Last day for submitting questions
November 25, 2019	Q/A Posted on Vendornet
December 18, 2019 3:00 PM	Responses due
January 09, 2020	Evaluation completed (estimated)

January 21 & 22, 2020 (If needed)	Oral presentations by invited vendors
January 29, 2019	Notification of intent to award
February 05, 2020	Projected contract start date

1.7 Contract term and funding

The contract shall be effective on the date indicated on the purchase order. The length of the contract will be determined post award and negotiated with the awarded vendor. The expectation is a two year project.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions

The evaluation and selection of a vendor will be based on the information submitted in the proposal, plus references, and any required on-site visits or oral presentations. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

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 University is not liable for any cost incurred by proposers in replying to this RFP.

2.3 Submitting the proposal

Vendors must submit original and 5 copies of all materials required for acceptance of their proposal by December 18th 2019, 3:00 PM to:

Lewis Bettinger
University of Wisconsin Platteville Purchasing Office
2201 Ullsvik Hall
1 University Plaza
Platteville, WI 53818-3099

Proposals must be received by the receptionist in the above office. All proposals must be time-stamped in by the University's 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 University's purchasing office, for purposes of this request for proposals.

All proposals must be packaged, sealed, and show the following information on the outside of the package:

- Vendor's Name and Address
- Request for Proposals Title
- Request for Proposals Number
- Proposal Due Date

2.4 Cancellation and Termination

The University reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the University's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. 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).

In addition, the University reserves the right to terminate the resulting contract/agreement, for reasons of breach of contract, 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).

Upon cancellation, termination or other expiration of the resulting contract/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 the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/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.

Vendors must indicate below if they are willing to be used as a contingent if the original contract with the awarded vendor is not completed:

_____ YES _____ NO

2.5 Proposal organization and format

Proposal should be typed and submitted on 8.5 by 11 inch paper and bound securely, include a table of contents.

Vendors responding to this RFP must comply with the following format requirements:

- (a) Tab 1 - COVER LETTER/VENDOR CERTIFICATIONS: Include here any cover letter included with the proposal and those certifications required for submittal of a proposal. Proposals submitted in response to this RFP must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the proposal or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

By submitting a signed proposal, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its proposal without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the proposal have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- (b) Tab 2 - SIGNED STATE AGREEMENTS: Include here the signed copy of Attachment 1 (Affidavit DOA 3476), Attachment 2 (Designation of confidential and proprietary information DOA 3027), Attachment 3 (Vendor Information DOA 3477), and Attachment 4 (Vendor References DOA 3478).

The University reserves the right to contact and/or visit any party listed as a reference which has previously utilized or is presently utilizing product(s) and/or service(s) identical or similar to those being proposed by the vendor. It may also utilize other sources of information about the product(s) and/or service(s) proposed by the vendor where these sources are publicly available and are equally available for all competing vendors. The vendor should not be present during site visits.

- (c) Tab 3 - RESPONSE TO GENERAL PROPOSAL REQUIREMENTS: Provide a point-by-point response to each and every general proposal requirement specified in this RFP. Responses to general proposal requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate that either vendor's proposal "does comply" with specifications or that it "does not comply." A succinct explanation of how each requirement can be met or cannot be met must be included.
- (d) Tab 4 - MANAGEMENT SUMMARY: Provide a narrative summary of the proposal being submitted. This summary should identify all product(s) and/or service(s) that are being offered in the proposal.
- (e) Tab 5 – WORK PLAN: Provide a brief summary of firm's proposed approach/philosophy. A detailed description of the proposed methodology including tasks, deliverables, and a time line for the project.
- (f) - GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the proposal response.
- (g) **Separate Envelope - COST INFORMATION:** List total fees and estimated reimbursable expenses. Costs should be itemized and broken down as much as possible. A separate listing of additional services the consultant would like to suggest and associated fees.

2.6 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 separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

2.7 Oral presentations

Top-scoring vendors may be required to make oral presentations to supplement their proposals, if requested by the University. The University will schedule on campus presentations January 21th and 22th, 2020. Failure of a vendor to complete a scheduled oral presentation to the University on the date(s) established in the above calendar of events may result in rejection of that vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Evaluation team

The University's evaluation team will consist of members who have been selected because of their special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP, and because of their knowledge of the University's requirements for this service. Vendors may not contact members of the evaluation team except at the University's request.

3.2 Preliminary evaluation

The proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected.

Accepted proposals will be graded by the University's evaluators as to their responsiveness to the requirements in this RFP.

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 in accordance with Wis. Stats. S. 16.75(3m).

The ranking will be based on the following assignment of point values with a maximum ranking of 1,000.

3.3 Evaluation criteria

Each of the following criteria will be scored on a 100-point basis (100=highest) and weighted relative to the indicated multipliers. The total possible will be 1,000.

<u>Criteria/Points</u>	<u>Weight</u>	<u>Total Points</u>
General Proposal Responses/100	6.0	600
Organization Capabilities & Staff Qualifications/100	1.5	150
Fee/100	2.0	200
References/100	.5	50

3.4 Award and final offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer or proposers. Alternatively, the highest scoring proposer or proposers may be requested to make oral presentations and submit best and final offers (BAFO). If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked. Award will then be granted to the highest scoring proposer. All vendors invited to provide a best and final offer will be evaluated on their BAFO and presentation if required.

3.5 Right to reject proposals and negotiate contract terms.

The University reserves the right to reject any and all proposals and to 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 University may negotiate a contract with the next highest scoring proposer.

3.6 Notification of intent to award

Any vendors who respond to this RFP will be notified in writing of the University'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 University staff, copies of proposals will be available for public inspection 9:00 a.m. to 3:30 p.m. at 2201 Ullsvik, 1 University Plaza, UW Platteville. Vendors are encouraged to make appointments to ensure that space is available for the review.

3.7 Appeals process

The appeals process applies only to those requests for proposals that exceed \$10,000. Notices of intent to protest and protests must be made in writing. 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.

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

Lewis Bettinger
2402 Ullsvik Hall
1 University Plaza
Platteville, WI 53818-3099

and received in that office no later than five (5) working days after the notice of intent to award is issued.

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

4.0 SCOPE OF WORK

4.1 Phase I – Develop a Comprehensive Campaign Plan (30-60 days)

4.1.1 Planning Study

- 4.1.1.1 Review past fundraising performance
- 4.1.1.2 Interview UW-Platteville executives and development personnel
- 4.1.1.3 Interview key volunteers and leaders (e.g. advisory board members)
- 4.1.1.4 Interview key prospects
- 4.1.2 Donor identification/feasibility analysis
 - 4.1.2.1 Identify potential donors previously active with UW-Platteville by constituency (e.g. board members, staff, corporations & small businesses, individuals, foundations, etc.)
 - 4.1.2.2 Develop a comprehensive list of potential donors/corporations and prioritizing engagement
 - 4.1.2.3 Initial focus should be laying the groundwork and pursuing large donations (>\$100K Identify how new donors will be identified from each constituency
 - 4.1.2.4 Conduct in-depth prospect research
- 4.1.3 Review and revise draft plans, develop additional plans as needed:
 - 4.1.3.1 Milestone calendar
 - 4.1.3.2 Recognition plan
 - 4.1.3.3 Funding menu
 - 4.1.3.4 Stewardship plan
 - 4.1.3.5 Case statement
 - 4.1.3.6 Communications and marketing activities (e.g. development of support materials, social media, campus publications, mail/email campaigns, etc.)
 - 4.1.3.7 Development activities (e.g. phone calls, meetings, events, etc.)
- 4.1.4 Prepare fundraising, campaign materials, and a task list
 - 4.1.4.1 Campaign collateral including marketing and donor materials
 - 4.1.4.2 Social media networking
 - 4.1.4.3 Case statements
 - 4.1.4.4 Major gift proposals
 - 4.1.4.5 High-impact presentations
- 4.1.5 Design publicity events such as the groundbreaking ceremony, a fundraising event at the headquarters of a national engineering firm, the opening celebration, etc.
- 4.1.6 Develop individual cultivation, solicitation and stewardship strategies
- 4.1.7 Visit prospective donors

4.1.8 Train administration, volunteers and staff

4.2 Phase II – Execute and Manage the Capital Campaign (2 years)

4.2.1 Manage campaign prospect identification and evaluation

4.2.2 Maintain updated fundraising campaign materials

4.2.3 Track progress and donor status

4.2.4 Oversee prospect calls and follow-ups

4.2.4.1 Work with university staff and volunteers to keep donor stewardship and cultivation activities on schedule.

4.2.5 Work with EMS, University Relations and the UW-Platteville Foundation to coordinate and execute campaign events, marketing, social media engagement, email campaigns, mailers and other supporting fundraising campaign activities

4.2.6 Deliver high impact presentations and assist with large donor pursuits

5.0 GENERAL PROPOSAL REQUIREMENTS

5.1 Deliverables

5.1.1 Provide estimated time commitment for key UW-Platteville participants

5.1.2 Describe how a summary review of past funding raising efforts listing reasons for their success or failure will be provided

5.1.3 Describe how you will identify potential donors.

5.1.4 Provide a draft milestone calendar

5.1.5 Describe potential marketing activities

5.1.6 Provide a proposed project management plan including scope of work listed above, timeline, deliverables, and change order control

5.1.7 Describe how will Donors be tracked and monitored

5.1.8 Describe steps taken to keep the moving forward during the last six months of the campaign. What will be done to keep the message from getting stale.

5.1.9 Identify space needs for use by staff during the project

5.1.10 Provide at least five references from other institutions, at least three being institutions of higher education

6.0 Vendor Description

6.1 Organization capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify five (5) like projects provide dates, and results.

6.2 Staff qualifications

Provide resumes describing the educational and work experiences for each of the key staff member who would be assigned to the project. Provide an organization chart describing roles and reporting relationship of project staff. Provide any other additional supporting material the firm deems important.

6.3 Proposer references

Proposers must include in their responses a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the reference check will be provided to reviewers and used in scoring the written proposal. Attachment 4 (Vendor References) as described in 2.5(b) will be considered as part of your response to this section.

7.0 COST PROPOSAL

7.1 General instructions on preparing cost proposals

The cost proposal should be submitted in a **separate envelope** with the written proposal. The cost 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 are available to analyze the cost information submitted to determine the lowest costs to the University. The University will select one method and use it consistently throughout its analysis. Cost will be scored on total cost of pre-work and all three phases. Include separate pricing for pre-work and all three phases.

7.2 Fixed price period

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

7.3 Withdrawal of proposals

Proposals will 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 ten (10) days after the due date and time of received by the Director of Purchasing, Lewis Bettinger. To accomplish

this, the written request must be signed by an authorized representative of the proposer and submitted to the Director of Purchasing. 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 proposal closing date and time.

7.4 Certification of independent offer determination

By submitting a proposal, the proposer certifies, and in the case of a joint proposal, to its own firms, that in connection with this RFP:

- 7.4.1 Independent Offer: The proposal has been arrived at independently, without consultation, communication or contact with any competitor for the purpose of restricting competition; and
- 7.4.2 Offer Disclosure: Unless otherwise required by law, the offer cited in this RFP has not been and will not be knowingly disclosed by the proposer prior to opening directly or indirectly to any other proposer, and
- 7.4.3 Restriction of Competition: No attempt has been made, nor will be made by the proposer, to induce another person or firm to submit or not submit a proposal for the purpose of restricting competition.

8.0 Contract Information

8.1 Standard Contract Provisions

The University 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.

8.2 Contract Conditions

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 University 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.

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

- Official Purchase Orders
- Vendor's Proposal Dated 12/18/2019
- State Request for Proposal Dated 11/11/2019
- Standard Terms and Conditions

8.3 RFP Addenda and revisions

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 University 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.

9.0 REQUIRED FORMS

Attachment 1 (Affidavit DOA 3476)

Attachment 2 (Confidential & Proprietary Information DOA 3027)

Attachment 3 (Vendor Information DOA 3477)

Attachment 4 (Vendor Reference DOA 3478)

APPENDIX

Standard Terms & Conditions

Supplement to Standard Terms & Conditions for RFP's

ATTACHMENT 1

STATE OF WISCONSIN
DOA-3476 (R12/96)

Bid / Proposal # _____

AFFIDAVIT

THIS COMPLETED AFFIDAVIT MUST BE SUBMITTED WITH THE PROPOSAL.

PROPOSER PREFERENCE Please indicate below if claiming a proposer preference.

- Minority Business Preference (s. 16.75(3m), Wis. Stats.) - Must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 8th Floor, 123 W. Washington Ave., P.O. Box 7970, Madison, Wisconsin 53707-7970, (608) 267-9550.

AMERICAN-MADE MATERIALS

The materials covered in our 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

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 trade; 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 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 the terms of our proposal.

Authorized Representative _____ Title _____
Type or Print

Authorized Representative _____ Date _____
Signature

Company Name _____ Telephone _____

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

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.

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 _____

Bid / Proposal # _____

Commodity / Service _____

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.

ATTACHMENT 4

STATE OF WISCONSIN
DOA-3478 (R12/96)

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.

**STANDARD TERMS AND CONDITIONS
FOR REQUEST BIDS AND PROPOSALS**

Appendix

- 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 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., etc.) 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 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 does not issue a tax exempt number for state agencies.
- 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 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:** 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.

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 SHELTERED 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, the Rules of the Industrial Commission on Safety, 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 ninety (90) days 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 may request the form if it is not part of the Request for Bid 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, Madison, Wisconsin 53707 (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, Department of Administration.

**SUPPLEMENT TO
STANDARD TERMS AND CONDITIONS
(REQUESTS FOR BIDS/PROPOSALS)**

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. These *Standard Terms and Conditions* (DOA-3054) are contained in the appendix. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award. In addition to the *Standard Terms and Conditions* (DOA-3054) listed in the appendix, the contract will contain the following provisions:

- 1.0 ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 AMENDMENTS:** Unless specifically prohibited by the solicitation document which was the basis for this Agreement, this Agreement may be amended, in writing, by mutual consent of the parties with the same degree of formality evidenced in this agreement.
- 3.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The prices in this 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 respondent or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent 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 respondent or to any competitor; and
 - (c) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
 - (d) Each person signing this proposal certifies that:

He/she is the person in the respondent'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 3(a) through 3(d) above;

He/she is not the person in the respondent'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 3(a) through 3(d) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 3(a) through 3(d) above.

- 4.0 CONFIDENTIALITY:** Contractor acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and Contractor shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or other manufacturer's, vendor's or distributor's whereby Contractor or any Contractor's personnel

may gain access while engaged by the State or while on State premises. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this Agreement on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of noncompliance by Contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

5.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.355 and 181.225, Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.

6.0 CONSENT TO BREACH NOT WAIVER: The waiver by the State of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Likewise, such a waiver shall not establish a course of performance between the parties contradictory to the terms of this Agreement.

7.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

7.1 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.

7.2 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.

8.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition applies only to individuals who have full-time appointments for more than 12 months, during any period of time that is not included in the appointment. This does not include corporations or partnerships.

9.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the agency.

10.0 EXAMINATION OF RECORDS: The Contractor agrees that the Department will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this contract. Such material will be retained for three years by the Contractor following completion of the contract.

11.0 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT: In the event of contract award, the State of Wisconsin Data Processing Agreement, the contents of this RFP and its attachments, RFP addenda and revisions, the proposal of the successful vendor, and additional terms agreed to in writing by the agency and the Contractor shall become part of the contract and in the event of conflict the order of precedence shall be as specified in the State of Wisconsin Data Processing Agreement. Failure of the successful vendor to accept these as a contractual agreement may result in a cancellation of award.

- 12.0 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 God 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.
- 13.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement must possess a certificate of authority from the Wisconsin Secretary of State and must have and continuously maintain a registered resident agent, and otherwise conform to all requirements of Chapter 180, Wis. Stats., relating to a foreign corporation. Any foreign corporation which desires to apply for a certificate of authority should contact the Office of the Secretary of State, Division of Corporation, P.O. Box 7846, Madison, WI 53707; telephone (608) 266-3590.
- 14.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the state 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.
- 15.0 INDEMNIFICATION:** Contractor indemnifies and holds harmless the State and its agents and employees from and against all suits, claims, damages, judgments, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, which includes all labor, material, and equipment required to produce the commodity, construction, and/or service requirement by this Agreement, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction to tangible property (other than the work itself), including the loss of use resulting there from; and (2) is caused in whole or part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 16.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that 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. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor or Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State.
- 17.0 LEGAL RELATIONS:**
- 17.1 The Contractor will 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.
- 17.2 In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Contractor thereby, there will be no personal liability upon the Department, it being understood that in such matters the Department acts as agent and representative of the State.
- 18.0 NEWS RELEASES:** News releases pertaining to this procurement or any part of the proposal shall not be made without the prior approval of the State.
- 19.0 NOTICES:** All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or upon (3) three days after posting if sent by certified mail, return receipt requested. Notice shall be given to the person(s) or official(s) who are the signatories of this Agreement at the address shown on the State of Wisconsin Data Processing Agreement form.

20.0 ORDERING (additional terms): Official State purchase orders shall be placed directly to the Contractor by authorized purchase order writing agencies. In addition, the State may give notice to Contractor that a third party or third parties may write purchase orders to Contractor under the terms and conditions of this Agreement, provided that any such third parties have agreed to accept responsibility for the State's obligations under this Agreement, and, further provided, that any such third parties may only write purchase orders to Contractor under this Agreement in order to fulfill those third parties' contractual obligations to the State. No other purchase orders are authorized.

21.0 PRICING AND DISCOUNT (additional terms):

21.1 Any increase proposed shall be submitted to the State ninety (90) calendar days before the renewal date of this Agreement, and shall be limited to fully documented cost increases which Contractor shall demonstrate to be applicable to all State or local governmental agencies in all States. Prices may not be increased during the initial term of the contract.

21.2 Any element of recurring or nonrecurring cost which must be borne by the State has been identified by Contractor in their response to the State's solicitation document. This includes, but is not limited to travel, document production, presentation production, meals, lodging, consulting, hardware/software, communications, space, supplies, licenses and data processing expenses. All items of cost for compliance with the State's requirements are shown in Contractor's price as contained in their response to the State's solicitation document which is attached by reference to this Agreement.

21.3 In those cases where Federal funding is used for acquisition of products and/or services, interest cannot be paid under any installment purchase or lease/purchase arrangement entered into as a part of this Agreement.

21.4 If Contractor reduces its published purchase price, rental or maintenance rates or increases their purchase option credit percentage for any items which are the subject of this Agreement during the term of this Agreement, the State shall have the immediate benefit of such lower price, or percentage increases on any such items for which Acceptance Testing under any Riders of this Agreement has not been completed.

21.5 Contractor shall convey to the State good title to purchased items, or items having a contract use cost which equals or exceeds demonstrable market or state bulletin costs, free and clear of all liens, pledges, mortgages, encumbrances or other security interest.

22.0 PRIME CONTRACTOR AND SUBCONTRACTORS: Subcontractors must abide by all terms and conditions of the contract. When subcontractors are used, this should be clearly explained in the proposal. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.

The agency is committed to the promotion of minority business in the state's purchasing program. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.755, and 540.036, Wis. Stats.

The successful contractor will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The agency will require from the successful contractor a quarterly report of purchases of such supplies and services necessary for the implementation of the contract.

23.0 PRIME VENDOR RESPONSIBILITY: Contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The State considers the prime vendor to be the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations.

Contractor may, with prior written permission from the State, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations, provided, that in no event shall the

existence of the subcontract operate to release or reduce the liability of Contractor to the State for any breach in the performance of Contractor's duties. Contractor agrees that all subcontractors shall be agents of Contractor and Contractor agrees to hold the State harmless hereunder for any loss or damage of any kind occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees.

The State may enter into contracts with third parties for the purpose of financing its purchases under this Agreement or of maintaining any equipment purchased under this Agreement. Contractor agrees to recognize such contracts upon notice from the State. Contractor acknowledges that this Agreement does not provide an exclusive commitment by the State to acquire all products and services offered in the Contractor's response to the State's solicitation document from Contractor.

24.0 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 agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this RFP 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.

25.0 RIGHT TO PUBLISH: The Contractor will be allowed to write and have such writing published provided the Contractor has written approval from the Department before publishing writings on subjects associated with the work under this contract.

26.0 SITE RULES AND REGULATIONS: Contractor shall use its best efforts to assure that its employees and agents, while on the State's premises or in the presence of State employees, shall comply with the State's work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

27.0 TERMINATION OF AGREEMENT: In the event that the contractor terminates this Agreement, for any reason whatsoever, it will refund to the Agency within 48 hours of said termination, all payments made hereunder by the Agency to the contractor for services not delivered. Such termination will require written notice to that effect to be delivered by the contractor to the Agency not less than sixty (60) days prior to said termination.

28.0 WARRANTY (additional terms): Contractor further warrants that the items furnished by Contractor to the State will perform as described by Contractor in its response to the State's solicitation document.

