

**BIDS MUST BE SEALED AND ADDRESSED TO:**

AGENCY ADDRESS:

Department of Administration  
Consolidated Agency Purchasing Services  
101 E Wilson Street, 6<sup>th</sup> Floor  
Madison WI 53703

If using PO Box, P.O. Box 7867, 53707-7867

**REQUEST FOR BID #28183 - CE**

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid number **28183-CE**. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid 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. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be date and time stamped no later than:

**July 28, 2015, 2:00 PM (CST)**

Name (Contact for further information)

Cheryl Edgington

Phone

608-266-1060

Date

May 29, 2015

Quote Price and Delivery FOB

**Destination**

**Fax and e-mail bids are not accepted**

Item No.	Quantity and Unit	Description	Price Per Unit	Total
<p><b>REQUEST FOR BID</b></p> <p><b>USE APPENDIX A: COST SHEET TO SUBMIT PRICING</b></p> <p><b>Cleaning Chemicals</b></p> <ul style="list-style-type: none"> <li>• Hand/Hair/Body Chemicals</li> <li>• Hard Surface Cleaning Chemicals</li> <li>• Floor Care Chemicals</li> <li>• Laundry Chemicals</li> <li>• Ware Washing Chemicals</li> <li>• Green Certified Chemicals</li> </ul> <p><b>FAXED BIDS OR EMAIL BIDS NOT ACCEPTED</b></p>				

Payment Terms

Delivery Time

- We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Wisconsin Department of Administration, 101 E. Wilson St., 6<sup>th</sup> Floor, Madison, WI 53703, (608) 261-2510. **Does Not Apply to Printing Bids.**
- We claim Wisconsin certified disabled veteran-owned business preference. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED disabled veteran-owned business. Bidder must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Wisconsin Department of Administration, 101 E. Wilson St., 6<sup>th</sup> Floor, Madison, WI 53703, (608) 261-2510. **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) 266-2605.

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 bid 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the 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 Bid and all terms of our bid.


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

## INSTRUCTIONS TO BIDDERS

You received this Request for Bid (RFB) because of the NIGP codes selected during your registration on the State of Wisconsin's VendorNet system. If you received this RFB in any other way, please contact the purchasing agent identified in this RFB. You should also register to become a Bidder at: <http://vendornet.state.wi.us>. This RFB contains all necessary statutory language required by law. It is organized to help you determine if this is a business opportunity for your company. The RFB contains information regarding what the State intends to purchase, how pricing should appear and describes a clear process you must follow in order to submit a response to the RFB.

1. Review Section 1.0, "Introduction and Purpose" to gain a general understanding of what the State intends to purchase. Reviewing this section will help you determine your ability to meet the Purchasing Agency's needs.
2. Review Section 2.0 "Bidder Qualifications and Requirements" section. This section will explain what a company needs in order to provide the commodity or service. This may include a specific license or certification, a history of providing this commodity or service in a similar environment to the State or for you to be in a prescribed geographical location. Reviewing this section will help you determine your ability to meet the Purchasing Agency's needs.
3. The details of the commodity or service will be found in Section 3.0, "Mandatory Required Specifications of Bid." Read this section carefully and determine if your product meets ALL requirements. RFB requirements are mandatory and therefore, if you can't meet a requirement, it is likely that your bid will be rejected unless no Bidder can meet an individual RFB requirement. Reviewing this section will help you determine your ability to meet the Purchasing Agency's needs.
4. Review Section 5.0, "Pricing Structure and Price Sheet." This section explains how to submit Bid pricing (which is critical because the bid pricing will determine what Bidder(s) will be allowed to enter into a contract with the State).
5. The remaining sections of the RFB describe the process you must follow and the way you must present your bid to the State. It also describes the process the State will use to determine the winning Bidder. If you decide to bid, be sure to review the "Bid Procedure and Instructions" section and the "Bid Acceptance and Award" section.
6. If you are still interested in competing for the State's business, you should provide your best pricing, complete all the required forms and review Section 9.0 State Contract Form.
7. Please note, your bid response be complete and accurate. You must follow all instructions exactly as asked. DO NOT substitute your own materials in lieu of what is being asked in the RFB. DO NOT alter any of the forms or the price sheet. If you have questions, contact the Procurement Manager identified in the RFB.
8. Your RFB response must arrive at the proper location before the due date and time. Late bids will be rejected.

Thank you for your interest in providing commodities and/or services to the State. We wish you success with this and future procurement opportunities.

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## 1.0 INTRODUCTION AND PURPOSE

### 1.1 DEFINITIONS

For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

<b>Agency:</b>	an 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 the courts, but not including an authority.
<b>Authority:</b>	a body created under subch. II of ch. 114 or subch. III of ch. 149 or under ch. 231, 232, 233, 234, 235, 237, or 279.
<b>Authorized Users:</b>	includes 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.
<b>Bid:</b>	a price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell.
<b>Bidder:</b>	a person or firm that responds to this Request for Bid.
<b>Commodity:</b>	a tangible article of trade or item of merchandise; goods, products, materials, supplies, or finished products. A Commodity is not a Service for purposes of this RFB, but a Commodity may include incidental or related Services.
<b>Contract:</b>	the written agreement between the successful Bidder and the State covering the commodities and services to be performed pursuant to this RFB.
<b>Contract Administrator:</b>	the Procuring Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
<b>Contractor:</b>	the person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
<b>Contract Manager:</b>	the employee of an Agency responsible for facilitating and/or completing all official actions under the contract including but not limited to amendments, renewals and termination.
<b>Ecologo:</b>	a third party that provides environmental standards and certification for products to address multiple environmental attributes throughout the entire life cycle of the products. To learn more go to: <a href="http://www.ecologo.org/en/index.asp">http://www.ecologo.org/en/index.asp</a>
<b>EPA Dfe:</b>	a partnership between the United States Environmental Protection Agency and Design for the Environment that screens each ingredient of a cleaning chemical product for potential human health and environmental effects. To learn more go to: <a href="http://www.epa.gov/dfe/">http://www.epa.gov/dfe/</a>
<b>Green Seal:</b>	a non-profit organization that provides science-based environmental certification standards. To learn more go to: <a href="http://www.green seal.org/about/index.cfm">http://www.green seal.org/about/index.cfm</a>
<b>Minority Business Enterprise (MBE):</b>	a business that has been certified under s. Comm 105.14, 105.21, or 105.23.
<b>Municipality:</b>	any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis.Stats.).
<b>Notice of Award:</b>	a writing issued by the Procuring Agency notifying all Bidders of the Procuring Agency's intent to award a Commodity contract to the successful Bidder.
<b>Purchasing Card (p-card):</b>	a charge card issued to an authorized state employee through the Department of Administration, State Bureau of Procurement's Purchasing Card Contract.
<b>Procurement Manager:</b>	the Procuring Agency's procurement specialist or other person responsible for overseeing and administering the procurement process for a Bid.
<b>Procuring Agency:</b>	the state Agency conducting this Request for Bid.

<b>RFB:</b>	Request for Bid
<b>Services or Contractual Services:</b>	an intangible product, including actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support, including all related materials necessary to fulfill that which the successful Bidder is obligated to accomplish or provide under this RFB.
<b>Specification:</b>	a descriptive statement of the physical, functional and performance characteristics of the commodity or service required by the Procuring Agency. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing or preparing a supply item for delivery, or the necessary performance criteria.
<b>Ware Washing:</b>	the cleaning of dishware, glassware and utensils.

### 1.2 PURPOSE AND SCOPE OF THE REQUEST FOR BID

The State of Wisconsin (State), as represented by its Department of Administration, State Bureau of Procurement, requests bids for Cleaning Chemicals. The results will be used to establish a statewide contract for all its agencies and institutions, including the University of Wisconsin System campuses and Wisconsin municipalities.

The purpose of this Request for Bid (RFB) is to provide interested parties with sufficient information to enable them to prepare and submit a bid for Cleaning Chemicals. Contractors are encouraged to work with authorized end-users to replace non-Green certified chemicals with Green certified (Green Seal, Ecologo, or EPA Dfe certified) cleaning chemicals through product testing processes. Contractors are also expected to provide end-users with current cleaning methods and techniques for using Green Certified cleaning chemicals.

Approximately fifty (50) State agencies, boards, commissions, and twenty-six (26) UW Campuses utilize the current contract for Cleaning Chemicals on an as-needed basis. Cooperative purchasing groups also have the option to use the current contract. The estimated annual spend on this contract is \$6 million, however, the state offers no guarantee of minimum spend on the contract(s) resulting from this RFB.

The Scope of the RFB and any contract(s) resulting from the RFB process shall include Cleaning Chemicals, chemical dispensing equipment and dispenser systems, and related service and training in the following categories:

- **Hand, Body, Hair Chemicals** (includes hand soap and hand sanitizer\*)
- **Hard Surface Cleaning Chemicals** (includes deodorizers, disinfectant wipes, and general purpose cleaners\*)
- **Floor Care Chemicals** (includes hard floor cleaner/wax and carpet care\*)
- **Laundry Chemicals** (includes individual and bulk detergents and automatic dispensing systems\*)
- **Ware Washing Chemicals** (includes individual and bulk detergents and automatic dispensing systems\*)
- **Green Certified Cleaning Chemicals**

\*Includes, but is not limited to, the examples listed for each category above.

Dilution control equipment, dispensers and/or dispensing systems for all cleaning chemicals shall be provided, installed and serviced by Contractor(s) upon request of end-user, at no additional charge.

The scope of this RFB and any contract(s) resulting from the RFB process does not include janitorial supplies or equipment such as carts, brooms, mops, sponges, dust pans, restroom supplies, etc.

### 1.3 CONTRACT TERM

This contract will run for an initial two (2) year period. The State of Wisconsin and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional three (3), one (1) - year periods. The Contract shall be effective on the date it is executed by the State of Wisconsin.

#### **1.4 MODIFICATIONS OF CONTRACT**

The State reserves the right to add or delete items on the Tier 1 (Market Basket) List during the contract term to meet the needs of the State. The Contract must not be used for purchasing commodities or services outside of the general scope and intent of the original Request for Bid. Any modifications made to the Contract must fall within the scope of the Bid and be rendered in writing and signed by both parties or they will be void.

#### **1.5 ORDER OF PRECEDENCE**

In the event of contract award, the executed Contract document, the contents of this RFB (including all attachments and appendices), RFB addenda and revisions, the Bid response from the successful Bidder as accepted by the State of Wisconsin, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract.

A sample **State of Wisconsin Service Contract** has been attached to this RFB. It represents the terms and conditions the State expects to execute with the successful bidders (**Appendix B, Sample Contract**).

In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Official Purchase Order and/or Authorized User Statement of Work
- Final Signed Contract with clarifications included
- Request for Bid (and appendices)
- Bid Response as accepted by the State of Wisconsin

#### **1.6 COOPERATIVE PURCHASING SERVICES**

Commodities and services may be made available to Municipalities upon agreement of the Contractor. See Vendor Agreement-Wisconsin's Cooperative Purchasing Services (DOA-3333), for definitions and other information on Municipalities. Municipalities must be able to obtain the commodities and services procured under the Contract at the same rates agreed to by the State of Wisconsin and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the State of Wisconsin and providing appropriate documentation and support and reporting contract usage by Municipalities (see Vendor Agreement – Wisconsin's Cooperative Purchasing Services, DOA-3333 attached to this RFB).

#### **1.7 OVERVIEW OF PROCURING AGENCY**

The Department of Administration performs administrative and executive functions for the State of Wisconsin. The State Bureau of Procurement (Bureau) will administer the contract resulting from this RFB. The Contractor and the respective Authorized Users will work together to resolve any problems or issues related to the purchase of products such as ordering, delivery or returns. The Contractor shall communicate or meet with the designated Authorized User's representative, as requested, to resolve problems.

Any problems that cannot be resolved between the Authorized User and the Contractor will be referred to the Contract Manager. The Contract Manager will inform the Contractor in writing of the unresolved issues and the Contractor will respond with proposed corrective actions. Either the Bureau or the Contractor may request meetings to address unresolved contract issues.

The Wisconsin Department of Administration is the sole point of contact for the State of Wisconsin during this RFB process. The person responsible for managing the procurement process is:

**Cheryl Edgington**  
[Cheryl.Edgington@Wisconsin.gov](mailto:Cheryl.Edgington@Wisconsin.gov)  
608-266-1060

## 2.0 BIDDER QUALIFICATIONS & REQUIREMENTS

All Bidder qualifications in this section are mandatory. Failure to meet a qualification will disqualify your Bid. However, the State of Wisconsin reserves the right to waive any qualification if no Bidder is able to satisfy that qualification.

- 2.1 Bidder shall be a manufacturer, an authorized manufacturer's distributor or dealer of any products quoted on this RFB.
- 2.2 Bidder shall be in the business of supplying cleaning chemicals and shall have done so for at least one year prior to the submittal of this bid.
- 2.3 Bidder shall be licensed to operate a business to provide cleaning chemicals in the State of Wisconsin.
- 2.4 Bidder shall designate a person(s) to provide information on: Contract Problems, Contract Renewal/Cancellation, Invoice Information, Ordering Service, Supplier Diversity, Affirmative Action, and Sales Representative. Use the Vendor Information form listed in Section 8.0 Required forms and attached to this RFB.

Before the award of any Contract, the Department shall be satisfied that the bidder has sufficient qualified resources available for performing the work described in this Bid. It is the bidder's responsibility to acquaint the State with these qualifications by submitting appropriate or supporting documentation.

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### **3.0 MANDATORY REQUIRED SPECIFICATIONS OF BID**

All requirements in this section are mandatory. The following requirements must be met at no additional cost above the pricing provided in the Bid. All Specifications are defined as minimum mandatory requirements unless otherwise stated. Failure to meet any mandatory requirement will result in rejection of the Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

#### **3.1 GENERAL REQUIREMENTS**

- 3.1.1 Contractor shall comply with all applicable state and federal laws and regulations governing this contract.
- 3.1.2 Contractor shall have a website available to all end users with current State pricing. Tier 1 (core list) items shall be identified as such on the website. Items outside of the scope of the Contract shall not be available to end users through the website.
- 3.1.3 Contractor shall accept orders online, via fax and/or via telephone.
- 3.1.4 Contractor shall accept payments through the State purchasing card (P-Card), purchase orders, and blanket orders.
- 3.1.5 Contractor shall ship or deliver products to individual ordering locations throughout the state during normal business hours.
- 3.1.6 Contractor shall work directly with authorized user to coordinate product pickups, returns, and problem resolution associated with each individual ordering location.
- 3.1.7 Contractor shall honor, at a minimum, the manufacturer's standard warranty on all items purchased under this contract.
- 3.1.8 All products sold on this contract shall be manufacturer's current production items.
- 3.1.9 All chemicals delivered on this contract shall have a minimum of 12 months remaining before date of expiration.

#### **3.2 DISPENSER SYSTEMS**

- 3.2.1 Contractor shall supply, install, calibrate and repair dispensers and dispensing systems for all chemical products they supply on this contract, at no additional charge, upon request by end-user.
- 3.2.2 Contractor shall provide new dispensers and new dispensing systems for installation. Used or reconditioned units may only be installed with written approval from end-user.
- 3.2.3 Contractor shall be responsible for removal of previous dispensers or dispensing systems when a new product replaces an old product. This removal shall be at no cost to end-user and shall cover dispensers and dispensing equipment abandoned by previous supplier.



- 3.2.4 Contractor shall have installation, service and repair capabilities for the chemical dispensers and dispensing systems of products submitted on this RFB and a minimum of one year of experience installing, servicing and repairing all dispensers or dispensing systems quoted on this RFB.
- 3.2.5 Contractor shall provide monthly service visits to verify that all dispensing systems (ware washing, laundry, cleaning closets) are performing properly. Contractor is encouraged to make recommendations to end-users for most efficient and economical dilution ratio for the product and equipment in use. However, the end-user shall have the final say for determining the calibration setting of all dispensing systems and will approve any changes made by Contractor.
- 3.2.6 Contractor shall provide PH test strips and chlorine test strips for ware washing, laundry and cleaning closet dispensing systems at no charge to end-user. Contractor shall provide training as to proper use of test strips for product.
- 3.2.7 Contractor shall provide on-site repair response, within 24 hours from end-user phone call, for all malfunctioning dispensing systems (ware washing, laundry and cleaning closets) they service and/or provide product for on this contract.

### **3.3 SPRAY BOTTLE LABELS**

- 3.3.1 Contractor shall provide manufacturer product labels for spray bottle use, for all chemicals supplied to end-users.
- 3.3.2 Labels shall be adhesive-backed and must adhere to plastic spray bottles.
- 3.3.3 Content on labels shall include the following information:
- Name of Product
  - Product Description
  - Application/Use
  - Warnings or Cautions or Hazards
  - Safety Instructions
  - First Aid or Emergency Medical Treatment
- 3.3.4 Contractor shall work with end-user to provide economical cost for labels, depending on number of labels needed and product usage.

### **3.4 TRAINING**

- 3.4.1 Contractor shall provide, upon end-user request, on-site training to teach authorized end-users the most effective, efficient and safe methods and techniques for the proper use of all products and dispensing equipment that contractor supplies on contract.
- 3.4.2 Contractor shall provide, upon end-user request, written instructions for the training requirements of section 3.3.1. These written instructions shall be available in both English and Spanish.
- 3.4.3 Contractor is encouraged to provide advice to end-users about efficient and economical solutions to cleaning problems. Contractor is encouraged to keep end-users updated on the latest Green Certified (Green Seal, Ecologo or EPA DfE certified) products within their category of award.
- 3.4.4 The Bureau of Procurement is committed to expanding the Green Certified (Green Seal, Ecologo or EPA DfE certified) product lists for all Tier 1 categories. To this end, awarded vendors are

encouraged to work with end-users in performance testing processes of Green Certified sample products to replace non-green products.

### **3.5 COMMUNICATION REQUIREMENTS**

- 3.5.1 Contractor shall provide a toll free phone number, a toll-free fax number and an email address that all contract end-users may use for requesting quotes, requesting information, ordering and conducting general contract business.
- 3.5.2 Contractor customer service representative(s) shall be available to end-users of this contract Monday thru Friday, 8:00am thru 4:30pm, except on State holidays.
- 3.5.3 Contractor shall identify one point of contact as contract representative to work with the State of Wisconsin Contract Manager for contract administration and performance concerns.
- 3.5.4 Contractor shall respond to all communications within one business day.

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## 4.0 SPECIAL TERMS AND CONDITIONS OF BID

The State reserves the right to negotiate these terms and conditions when it is in the best interest of the State to do so. The bidder may not submit its own contract document as a substitute for the State's Special Terms and Conditions.

Bidders must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the terms and conditions will occur only if the change is in the best interest of the State.

### 4.1 ADDITIONAL BUSINESS MODELS FOR ORDERING

Authorized Users vary in terms of their operations and needs. This variety in agency and campus operations requires different business models for ordering commodities. In addition to the traditional ordering and payment requirements listed in Section 3, Contractors shall participate in the following ecommerce business models:

#### 4.1.1 WISBuy Business Model

WISBuy is the branded name of the e-catalog system utilizing SciQuest. Authorized end users with access to WISBuy log-in to a web ordering system which includes catalogs from numerous state contracts. End users can search and compare products and pricing on State contracted items, add items from multiple suppliers into one cart, and place an order with multiple vendors at one time. SciQuest then sends the orders to the appropriate vendors for fulfillment and billing. At this time, all WISBuy orders are paid with a pcard, however, functionality for purchase orders and blanket orders is under development. More information can be found at [wisbuy.wi.gov](http://wisbuy.wi.gov), [www.sciquest.com](http://www.sciquest.com) and [starproject.wi.gov](http://starproject.wi.gov).

- 4.1.1.1 Contractor shall develop a hosted catalog product and price file to be available in WISBuy with Contract pricing and current products. This includes development and maintenance of a Microsoft Excel spreadsheet with product and pricing information and URL's to product images. Support is available from SciQuest and an internal WISBuy Help Desk staffed with State Procurement employees.
- 4.1.1.2 Hosted price file shall include all Tier 1/Core List items, which shall be identified as such in the item description. Hosted price file may include additional items within the scope of the contract. Items outside of the scope of the contract shall not be included in the price file.
- 4.1.1.3 Contractor shall include accurate and complete product information in the product content file. Required information includes Product Category, Contractor Part Number, Product Description, Packaging UOM, Product Size, Manufacturer Part Name and Part Number, link to SDS, link to image, and a Long Description used to include details of the product.
- 4.1.1.4 Contractor shall maintain product catalog and price file with accurate state pricing and available products. WISBuy price files shall be updated once each quarter and, more often as necessary to reflect price decreases and approved price increases.
- 4.1.1.5 Contractor shall accept orders and payments via SciQuest. Pcard payments containing the full purchasing card number shall be transmitted securely via XML or Fax. Encrypted pcard number and information may be submitted via email, when contractor's billing system provides secure ability to link up orders with saved, encrypted payment information.

#### 4.1.2 Shop@UW Business Model

Shop@UW is the branded name of the business-to-business (B2B) e-commerce platform utilizing SciQuest. All orders are placed, invoiced and credited (if necessary) electronically through Shop@UW using server to server cXML communication of pertinent order, delivery and invoice information.

The information below is meant to inform bidders of operational efficiencies in the form of payment, delivery and customer management that Shop@UW provides to suppliers enabled on Shop@UW. By providing these services centrally to all Shop@UW customers and Shop@UW suppliers, MDS (Material Distribution Services) is able to reduce a supplier's cost to serve when compared to the traditional business model.

- 4.1.2.1 Centralized Customer Management: Shop@UW currently maintains ~10,000 active accounts. All login information, order history, funding and shipping information is managed by Shop@UW. This eliminates the need for the supplier to set up and manage any individual accounts for Shop@UW customers. In addition, the Shop@UW customer service team serves as the main point of contact for issues concerning missing packages, order failures, back orders, etc.
- 4.1.2.2 Centralized Receiving: Shop@UW orders destined for delivery in the greater Madison area will be coded to be drop shipped to the MDS warehouse in Verona, Wisconsin. MDS handles delivering of each order to the end users specified location. This eliminates the need for the Contractor (or the Contractor's freight provider) to service approximately 100 buildings on the UW-Madison campus alone, which offers little consideration for sufficient loading dock area, temporary parking and traffic flow (construction, student pedestrian activity, bikes, scooters, etc.).

The MDS receiving process includes bar-code scanning of all packages delivered and bar-code scans of all packages re-delivered. Each final destination delivery is GPS stamped with a location. This process ensures easy communication and resolution of missing or mis-delivered product complaints.

- 4.1.2.3 Custom Payment Terms: All Shop@UW e-invoiced orders are consolidated twice per month (minimum) and one payment (less any applicable discount) for all orders is made by check or ACH (no credit cards). MDS pays 100% of all Shop@UW invoices within twenty (20) days for all end user purchases; disputed charges are corrected via credits submitted electronically through the SciQuest eSettlement process. Electronic invoices are receipted on a daily basis, and no credit cards are utilized. Historically, prime vendors' receivables are 95% paid within thirty (30) days. This minimizes vendors' accounts receivable processes and alleviates payments to a bank for credit card processing.

## **4.2 DELIVERY & PACKAGING REQUIREMENTS**

- 4.2.1 Delivery of product shall be made to any location within the State of Wisconsin as needed and ordered.
- 4.2.2 Delivery date of products shall be as agreed upon at time of order, but no more than seven days after receipt of order. Any exceptions to the seven day delivery must be verifiable by email correspondence between Contractor and end-user.
- 4.2.3 All shipments shall be FOB Destination, Freight Paid by Contractor. Contractor is responsible for filing and expediting all freight claims with carrier. Exception: Next Day or rush deliveries, when requested by end-user, must be verifiable by email authorization from end-user in order for vendor to invoice freight charges. Charges limited to the additional cost for RUSH delivery.
- 4.2.4 **UW Madison - Campus Delivery Requirements (non-Shop@UW/MDS orders):**
  - 4.2.4.1 Delivery of orders shall be made to University departments during normal University business hours (Monday-Friday, 7:30 a.m. – 4:30 pm).

4.2.4.2 The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at [http://transportation.wisc.edu/resources/large\\_truck.aspx](http://transportation.wisc.edu/resources/large_truck.aspx).

4.2.4.3 Contractor shall deliver goods to the stated delivery address in accordance with the 30' truck policy. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

4.2.5 All commodities of this procurement shall be packaged in accordance with all current state and federal regulations to ensure acceptance by common carriers for safe and secure delivery to end-users. The State of Wisconsin encourages use of recycled or reusable packaging material in all shipments.

#### **4.3 DUPLICATES AND OVER SHIPMENTS**

Upon notification by the End User of a duplicate or over shipment, goods must be removed at the Contractor's expense. If such goods are not removed within 30 business days of receipt of written notification from the Procuring Agency, the Procuring Agency shall dispose of them at its discretion and will not be held liable for the cost.

#### **4.4 RETURN OF PRODUCT**

4.4.1 Any items delivered in poor condition, in excess of amount ordered or not included on the purchase order or requisition form may be returned, at end-users discretion, to the vendor for up to 30 calendar days from date of delivery. Vendor shall be responsible for shipping charges and no restocking fees are allowed. Vendor will not supply any product that has a restocking fee without specific stand-alone email authorization from end-user which acknowledges a restocking fee in case of product return because of end-user error.

4.4.2 Return of unopened items, ordered in error by end-user, shall be accepted for return by Contractor with no restocking fee, up to 30 calendar days from delivery. End-user will be responsible for shipping charges, if any, associated with return of product(s) ordered in error.

#### **4.5 BACKGROUND CHECKS**

Due to the nature of this solicitation, the State of Wisconsin reserves the right to conduct background checks on the organization, its officers and employees, and subcontractors, if applicable in order to determine whether any conviction exists that is substantially related to the solicited commodity or service, or if such conviction may otherwise adversely affect the Bidder's ability to perform under the resulting contract. The State is the sole determinant of whether the results of a background check(s) will negatively impact the Contractor's ability to meet contractual obligations and requirements.

#### **4.6 REPORTING**

##### **4.6.1 Service Reporting**

Contractor shall provide electronic (in Microsoft Excel worksheet format), quarterly reports for all dispensing systems (ware washing, laundry and cleaning closets) serviced. These reports will be due on April 15, July 15, October 15 and January 15 for the previous report quarter.

The service report shall include:

- Name of agency, institution or municipality
- Manufacturer and model of dispensing system

- Location of dispenser(s) – city, address and on-site description if more than one
- Type of dispenser(s)
- Product(s) used in dispenser(s)
- Amount of product used
- Product use (millimeters per minute)
- Adjustments made
- General performance of machine
- Summary of recommendations for repairs or corrective procedures

#### 4.6.2 Sales Reporting

Contractor shall provide electronic (in Microsoft Excel worksheet format), monthly sales transaction reports to Contract Manager, by the 15<sup>th</sup> of the month following the report month. A template for this report will be provided to the Contractor upon award.

The sales reports shall include:

- Name of agency/institution/municipality/Public Body purchasing product
- Customer
- Customer account number
- Purchase order number
- Purchasing card (P-Card) purchase (yes or no)
- Order date
- Invoice number
- Invoice date
- Product description
- Product unit of measurement
- Number of units per unit of measure
- Manufacturer name
- Manufacturer number
- Applicable list price
- Discount off list
- Discounted price each
- Quantity ordered
- Extended price (quantity x discounted price ea.)

Awarded vendor(s) shall also provide, upon request by the Bureau of Procurement, separate monthly sales reports for municipalities, UW-System campuses and for Department of Corrections (DOC) institutions.

#### 4.7 SAFETY DATA SHEETS

If any item(s) on this order is a hazardous chemical, as defined under [OSHA 29 CFR 1910.1200](#), or an infectious agent, as defined by [Wis. Stat. § 101.58](#) the Contractor shall include the appropriate Safety Data Sheet(s) with the initial shipment and with the first shipment after a Safety Data Sheet is updated. The Contractor shall send the initial or updated Safety Data Sheet(s) with a complete container, partial container or single product. The distributor, manufacturer or Contractor may make access to Safety Data Sheets available online via their website; however, Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet State of Wisconsin and United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

#### 4.8 CERTIFICATES OF INSURANCE

Upon request by the State of Wisconsin, the Bidder shall provide copies of insurance policies and/or insurance certificates in effect during this contract. The insurance policies must be issued by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A- unless otherwise approved in writing by the State's contract administrator and the signature of an authorized agent.

The policies and/or certificates shall be submitted to the State upon request, for annual review and/or when insurance coverage(s) or providers are changed. In the event the Contractor's required insurance policies in effect during this contract are modified or cancelled, Contractor shall immediately provide notice to the State of Wisconsin.

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## 5.0 PRICING STRUCTURE & PRICE SHEET INSTRUCTIONS

### 5.1 METHOD OF BID

Bidder shall use **Appendix A: Cost Sheet** to submit bid pricing. Both a printed hard copy and an electronic (CD-ROM or other data storage device) Microsoft Excel copy shall be submitted with Bid. **Do not submit Cost Sheet as a PDF.**

### ALTERNATE PRICING FORMATS WILL NOT BE ACCEPTED, AND MAY RESULT IN DISQUALIFICATION OF THE BID.

Pricing must include all costs, including but not limited to insurance, packaging, and shipping costs. No additional fees are allowed.

### 5.2 PRICE SHEET INSTRUCTIONS

Complete Appendix A: Cost Sheet as instructed. Bidders shall not alter the Cost Sheets in any manner other than instructed.

#### Tier 1

Tier 1 includes 6 Lots (A-F) of specific manufacturer products commonly purchased by the State, based on 2014 Spend data.

Bidder may submit pricing for any or all of the Tier 1 Lots, but must complete all required line item information cells within a Lot to be considered for an award. Failure to complete all line item information cells within a Lot shall disqualify your bid for that Lot. The State reserves the right to award to more than one bidder in each Lot.

For each line item within a Lot on Price Sheet 1, Bidder must provide the following information, under the corresponding header, **for the EXACT product and EXACT UOM listed:**

1. Actuators per UOM or Uses per UOM or Dilution Ratio (ounces to gallons). Bidder responses for this column shall be for light-duty cleaning per manufacturer specifications.
2. Green Certification, for the purposes of this RFB, means that a product is certified by Green Seal, Ecologo and/or EPA DfE. For each line item bidder must list:
  - nc (not certified) or
  - GS (Green Seal certified) and/or
  - ECO (Ecologo certified) and/or
  - EPA (EPA DfE certified).
3. Manufacturer List Price per UOM
4. Percent discount off Manufacturer List Price
5. Sell Price per UOM

The Bureau of Procurement will calculate the Extended Price (Sell Price multiplied by Quantity of UOM Sold in 2014) and the Total Extended Price for each Lot to determine the low bidder.

If a product on Tier 1 has been discontinued, listed in error, or is otherwise unavailable to the state, that line item shall be removed from the Lot. Calculations and awards will be based on the remaining line items in that Lot.



**INFO ONLY - SPARTAN LAUNDRY CHEMICALS – pricing will be used for informational purposes only.**

**Tier 2**

Bidder shall submit a percent discount off as many of the listed manufacturer's catalog or list prices as possible. Bidder will also submit the publication number and date of manufacturer's price lists that discount is derived from. Upon award, Contractor shall provide documentation of manufacturer's price lists.

If multiple price columns are used on manufacturer's list prices, Bidder must note which price column is to be used for discount.

Bidder may add up to two additional manufacturers (Optional Manufacturer lines) of their choice, which provide price competitive and quality cleaning chemicals. Bidder will supply percent discount off manufacturer's catalog price and catalog publication number.

Awards will not be based on Tier 2 discounts, however, in the event of a tie in Tier 1 bid pricing, discounts may be considered. Discounts will be listed on the contract price list of the awarded vendors. The Bureau of Procurement reserves the right to negotiate for higher discounts (lower prices) before award and throughout the life of the contract.

**Tier 3**

Bidder shall submit a percent discount off of their company's catalog or list prices. Bidder shall also submit the publication number and date of their company's price lists that discount is derived from. Upon request by the Bureau of Procurement, Bidder must provide documentation of their company's price lists.

Tier 3 discounts will not be scored or considered for award, but will be listed on the Contractor's price list. The Bureau of Procurement reserves the right to negotiate for higher discounts (lower prices) before award and throughout the life of the contract.

**Tier 4**

Bidder shall submit a percent discount off of a dedicated Green Certified (Green Seal, Ecologo and/or EPA DfE certified) manufacturer's catalog or list prices. Bidder will also submit the publication number and date of the price lists that discount is derived from. Upon award, Bidder must provide documentation of their company's price lists.

Tier 4 discounts will not be scored or considered for award, but will be listed on the Contractor's price list. The Bureau of Procurement reserves the right to negotiate for higher discounts (lower prices) before award and throughout the life of the contract.

**5.3 FOB DESTINATION, FREIGHT PREPAID AND ALLOWED**

Delivery will be made by common carrier or Bidder's vehicle, with unloading to be performed by the carrier or Bidder and carton(s) transported to the shipping address provided by the end user. Bid prices must include all packing, freight, insurance charges and installation/operation manuals.

Failure to bid FOB DESTINATION, FREIGHT PREPAID AND ALLOWED in the Bid price or discount will disqualify the Bid.

**5.4 PRICE ADJUSTMENTS**

Prices for Tier 1 products shall remain fixed for the first 12 months of the contract. Contractor is allowed to request one price increase annually after the initial 12 month period.

The once-annual Tier 1 price increase request must be submitted in writing to the Contract Manager thirty (30) days prior to vendor-requested date of proposed increases. Any price increases shall be limited to direct cost increases to the contractor which are demonstrated to be industry-wide. Full documentation of such increases shall be submitted with the request for price increase submittal. The State may accept, negotiate or reject any requested price increases.

The proposed increase shall be submitted in writing to the contract manager in the same format as Appendix A: Cost Sheet. For the affected manufacturer pricing, Contractor shall add a column to the spreadsheet labeled "new price".

Should the Contractor's cost decrease during the term of the contract, the Contractor shall immediately notify the State. Such cost decreases shall become effective to the State the same date the decrease is effective to the contractor.

Tier 2, 3 & 4 pricing – Contractor may increase the discount at any time (lower prices) but shall not decrease the discount (increase price) through the life of the contract.

Contractor shall provide to the Bureau of Procurement documentation of the current list price from each manufacturer, and Contractor shall notify SBOP of changes to manufacturer's published price lists that affect pricing in Tiers 2, 3, and/or 4. Any manufacturer price increase request shall be limited to direct cost increases to the contractor which are demonstrated to be industry-wide. Full documentation of manufacturer's published price lists shall be submitted prior to increasing any price to end users. The State may accept, negotiate or reject any requested price increases.

Should the State reject a request for increase, the contractor may elect to cancel the contract, provided the State is notified in writing 90 days prior to the cancellation date.

Upon approval of any price increase or decrease, pricing shall be updated between all ordering methods. WISBuy, Shop@UW, Contractor's website, telephone/fax orders, shall have consistent and accurate pricing.

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## 6.0 BID PROCEDURE AND INSTRUCTIONS

### 6.1 CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this Request for Bid must be completed. In the event that the Procuring Agency finds it necessary to change any of these dates and times (except estimated dates and times), it will do so by posting an amendment to this RFB on VendorNet.

DATE	EVENT
May 29, 2015	Date of Issue of the RFB.
June 15, 2015	Date Questions Due (Round 1)
June 19, 2015 (estimated)	Responses to Questions Posted to VendorNet
July 6, 2015	Date Questions Due (Round 2)
July 10, 2015 (estimated)	Responses to Questions Posted to VendorNet
<b>July 28, 2015 at 2:00 p.m.</b>	<b>Bids Due from Bidders</b>
August 14, 2015	Anticipated Award Date
September 1, 2015	Contract Start Date

### 6.2 CORRESPONDENCE, CLARIFICATIONS AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document **by July 6, 2015**. If at any time prior to the bid due date, a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder must immediately notify the Procuring Agency representative named below of the issue in writing and request modification or clarification of the RFB document.

All communication and/or questions on all matters regarding this Bid must be made in writing and refer to Request for Bid #28183-CE and be directed to Cheryl Edgington.

**Email is the preferred method of written contact.** Please email to: [Cheryl.Edgington@wisconsin.gov](mailto:Cheryl.Edgington@wisconsin.gov).

USPS ADDRESS	COMMON CARRIER ADDRESS
Cheryl Edgington	Cheryl Edgington
Department of Administration	Department of Administration
State Bureau of Procurement	State Bureau of Procurement
PO Box 7867	101 E. Wilson Street, 6 <sup>th</sup> Floor
Madison, WI 53707-7867	Madison, WI 53703-3405

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on VendorNet (<http://vendornet.state.wi.us>).

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except Cheryl Edgington is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. Cheryl Edgington may authorize in writing contact or communication with another state employee or officer as circumstances may dictate. Prospective Bidders who hold a current contract with the State may continue to communicate with end users regarding the performance of that current contract only.

### 6.3 REASONABLE ACCOMMODATIONS

Upon request, the Bureau must provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with a disability. If accommodations are needed at a Bid opening or Bidders' Conference, please contact: Cheryl Edgington, 608-266-1060, or [cheryl.edgington@wisconsin.gov](mailto:cheryl.edgington@wisconsin.gov).

#### 6.4 VENDORNET REGISTRATION

Registration on the State of Wisconsin's VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that wish to sell commodity and services to the State. By registering on VendorNet, a Bidder may register for a bidders list for any commodity or service the Bidder is interested in providing to the State. VendorNet also provides automatic email notification each time a Procuring State Agency, including University of Wisconsin System campuses, posts a Request for Bid with an estimated value over \$50,000 in their designated commodity and or service area(s). Only registered Bidders with a valid email address at the time an RFB is posted will receive email notifications of amendments. Bidders who obtain the RFB from a third party, through the State of Wisconsin Public Notices website or by any other means assume responsibility for checking for updates to the RFB.

#### 6.5 SUBMITTING A BID

Bidders must submit an original signed Bid, marked as stated below, and one (1) hard copy of all materials required for acceptance of their Bid, **plus one (1) electronic, Microsoft Excel copy of Appendix A: Cost Sheet**, by the deadline shown on the Request for Bid (DOA-3070) form to:

<b>USPS ADDRESS</b>	<b>COMMON CARRIER ADDRESS</b>
Cheryl Edgington	Cheryl Edgington
Department of Administration	Department of Administration
State Bureau of Procurement	State Bureau of Procurement
PO Box 7867	101 E. Wilson Street, 6 <sup>th</sup> Floor
Madison, WI 53707-7867	Madison, WI 53703-3405

All Bids must be received and time-stamped at the above location no later than **July 28, 2015, 2:00 p.m. CT**. Bids not time-stamped shall be considered late and rejected. **Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the Bureau.**

All Bids must be packaged, sealed in a box or envelope and clearly marked with the following information on the outside of the package:

**[BIDDER NAME AND ADDRESS]**  
**Cleaning Chemicals**  
**RFB 28183-CE**  
**Due: July 28, 2015**

#### Hand Delivered Bids

The State Bureau of Procurement is located on the 6<sup>th</sup> Floor within the Department of Administration, at 101 E. Wilson St. in Madison. There is a security checkpoint at the first floor lobby. All visitors will be required to provide current identification and sign in for a visitor's pass. Security personnel may call the intended procurement specialist prior to the visitor being allowed to proceed to their destination in the DOA building. This means Bidders must have the procurement specialist's name to allow the security guard to place a call to the procurement specialist. The Bidder must allow ample time to clear security before reaching the Bureau of Procurement office to obtain the required bid time-stamp.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time.

#### 6.6 FAXED BIDS

Faxed Bids will NOT be accepted.

#### 6.7 EMAILED BIDS

E-mailed Bids will NOT be accepted.

**6.8 FORMAT OF BID RESPONSE**

Bidders responding to this RFB shall comply with the following format requirements. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Bids shall be typed and submitted on 8.5 by 11 inch paper bound securely. Printed copies of Appendix A: Cost Sheet may be submitted on Legal sized paper. Bids shall be organized and presented in the order and by the number assigned in the RFB. An electronic Microsoft Excel file copy of completed Appendix A: Cost Sheet shall be submitted with the bid response.

See section 8.0 for complete list of required forms.

**6.9 MULTIPLE BIDS**

Multiple Bids are permitted. However, each separate Bid must conform fully to the requirements for a Bid submission. Each bid must be submitted separately and labeled as Bid #1, Bid #2, etc.; on each page included of the Bid response.

**6.10 INCURRING COSTS**

The State of Wisconsin shall not be liable for any costs incurred by the Bidder in responding to this RFB.

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## **7.0 BID ACCEPTANCE AND AWARD**

### **7.1 BID OPENING**

The Bid opening is scheduled for July 28, 2015 at 2:00 p.m. on the 6th floor of the DOA Building located at 101 East Wilson Street, Madison, Wisconsin 53703. Names of the Bidders will be read aloud at that time.

### **7.2 BID REVIEW**

All Bids will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Bureau shall be the sole judge as to Bidders' compliance with the Bid instructions.

### **7.3 BID ACCEPTANCE**

Bids that do not comply with Mandatory Requirements or Mandatory Specifications shall be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. The Bureau in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the State.

### **7.4 METHOD OF AWARD**

Bid Award(s) will be made on the basis of the lowest responsive, responsible Bidder(s). Prices Bid must be in US dollars unless otherwise indicated. Bids that require a specific quantity or minimum dollar amount will be disqualified.

The State intends to award to multiple responsive and responsible bidders based on the lowest prices submitted within Tier 1 Lots A-F. The products listed in Tier 1 are the most commonly purchased items based on sales data from calendar year 2014. If a product listed in Tier 1 has been discontinued, listed incorrectly, or is otherwise unavailable to the state, that line item shall be removed from the Lot. Calculations and awards will be based on the remaining line items in that Lot.

There will be at least one vendor awarded for each of the Tier 1 exact-product-by-manufacturer (Lots A-F) of Appendix A: Cost Sheet. Each award will be based on the lowest calculated Total Extended Price for each Tier 1 group, which is determined by multiplying the Sell Price per UOM by the UOM Quantity Sold in 2014 for each line item and adding the totals.

Any bidder who is awarded at least one Tier 1 lot will be eligible to sell any cleaning chemical product within the scope of the contract. This includes other Tier 1 lots, provided the pricing for those products falls within a Fair Market value as determined by a pre-established calculation. The Fair Market calculation will be provided at the bid opening.

Awards will not be based directly on the discounts provided in Tier 2, Tier 3, and/or Tier 4; however, in the event of a tie, discounts may be considered. Upon award, documentation of the manufacturer and/or Contractor catalog price lists shall be submitted to the Contract Manager.

### **7.5 BIDDER REFERENCES/CLIENT LIST**

The Bid response must include a completed Bidder Reference Form (DOA-3478) listing at least three (3) names or companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last three (3) years. For each organization listed, the Bidder must include the company name, address, contact person, email address and telephone number along with a brief description of the product or service that formed the basis of the business relationship. The State will determine which references to contact in order to assess the quality of the product or service.

### **7.6 USE OF SUBCONTRACTORS**

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between the State of Wisconsin and the awardee. The Contractor will be responsible for its subcontractors' performance of the

pertinent Contract obligations including related Specifications, insurance requirements and applicable regulations. The Bidder must identify any potential subcontractor it intends to use to provide the product or service it will provide if awarded the contract. All subcontractors must be approved in writing by the Procuring Agency. Any proposed substitution of an approved subcontractor must be submitted in writing to the State of Wisconsin 30 days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify the State may result in cancellation of the Contract without notice and without penalty to the State.

## **7.7 SUPPLIER DIVERSITY**

### **7.7.1 MINORITY-OWNED BUSINESS ENTERPRISE**

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State contracts. This means that state agencies may make an award to the MBE submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. (A MBE Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its contracts. The Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide commodities and services incidental to this agreement.

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the Procuring Agency.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

### **7.7.2 VETERAN-OWNED BUSINESS**

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants must complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State contracts.

### **7.7.3 DISABLED VETERAN-OWNED BUSINESS**

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State contracts. This means that state agencies may make an award to the DVB submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. (A bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs 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 DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

The supplier/contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their contract amount.

A listing of certified DVBS, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

#### **7.7.4 WOMAN-OWNED BUSINESS ENTERPRISE**

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

#### **7.8 AWARD NOTIFICATION**

All Bidders who respond to this RFB with a Bid shall be notified in writing of the Agency's intent to Contract.

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## 8.0 REQUIRED FORMS

1. Request for Bid Form DOA-3070 (bid cover page, shall be signed and returned with bid.)
2. Bidder Response Sheet
3. Vendor Information Form (DOA-3477)
4. Vendor Reference Data Sheet (DOA-3478)
5. Vendor Agreement for Wisconsin's Cooperative Purchase Service (DOA-3333)
6. Designation of Confidential and Proprietary Information Form (DOA-3027)
7. Appendix A: Cost Sheet
8. Appendix B: Sample Contract Form

The blank forms are attached to the landing page of this RFB on VendorNet. Please complete any and all required information and submit completed forms with bid response. Any alteration to the format of the Bid forms or Appendices is prohibited and may result in rejection of the Bid.

END OF RFB DOCUMENT