



REQUEST FOR BID

Secure and Automated IVR and Web Based Voting System

RFB No.: ILE0011

Issued: March 1, 2024

Responses Due: June 10, 2024 at 2:00PM CST

LATE BIDS WILL BE REJECTED

There will not be a public opening for this RFB

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1.0 INTRODUCTION AND PURPOSE

1.1 INTRODUCTION

The purpose of this document is to provide interested bidders with information on preparing and submitting a sealed bid for annual certification elections system that allows voters to use either a secure and automated telephonic voting system that uses an Interactive Voice Response (IVR) system or Web-based Voting system. Both options will use a database to record, process and tabulate election results.

DWD, on behalf of the Wisconsin Employment Relations Commission (WERC), intends to use the results of this RFB process to contract with the lowest, responsible, responsive bidder.

1.2 DEFINITIONS

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

| | |
|-------------------------|---|
| Agency: | 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. |
| Authorized Users: | Includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use 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 Cost quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell. For the purposes of this RFB, a Bid includes all requisite forms, response completed as instructed. |
| Bidder/Supplier: | A person or firm that responds to this Request for Bid. |
| Commodity: | 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. |
| Contract: | The written agreement between the successful Bidder and the State covering the commodities and Services to be performed pursuant to this RFB. |
| Contract Administrator: | The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract. |
| Contractor: | 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. |

| | |
|---|--|
| Contract Manager: | The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals, and termination. |
| Disabled Veteran-Owned Business (DVB): | A business that has been certified by the Department of Administration under Wis. Stat. §16.283. |
| Department: | The Department of Workforce Development. |
| DWD: | The Department of Workforce Development. |
| IVR: | Interactive Voice Response system. |
| Minority-Owned Business Enterprise (MBE): | A business that has been certified by the Department of Administration under Wis. Stat. §16.287 |
| Municipality: | Any Wisconsin 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 (Wis. Stat §16.70(8)). |
| Notice of (Intent to) Award: | 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(s), or in the case of Services, the Procuring Agency's intent to award a Contract to the successful Bidder(s). |
| Procurement Specialist/Agent | The individual responsible for overseeing and administering the procurement process for a Bid. |
| Procuring Agency: | The State Agency conducting the purchasing transactions. |
| Services or Contractual Services: | An intangible product, including actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support, including all related material necessary to fulfill that which the successful Bidder is obligated to accomplish or to provide under this RFB. |
| Specification: | 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. When used throughout this RFB, this term is used interchangeably with the term "requirement". |
| WERC: | Wisconsin Employment Relations Commission |

1.3 PURPOSE AND SCOPE

The Wisconsin Employment Relations Commission (WERC) Requests Bids for the purchase of Secure and Automated IVR and Web Based Voting System and intends to use the results of this process to award a Contract(s). WERC does not guarantee it will purchase any specific

quantity or dollar amount. Bids that require a minimum number of commodities or services be ordered will be rejected. There will be no guarantee to purchase any specific quantity or pay any minimum contract Cost during the term of the Contract.

1.4 CONTRACT TERM

This Contract will run for an initial three (3) year period. DWD and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional two (2) one-year periods. The Contract shall be effective on the date it is executed by DWD. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

1.5 MODIFICATIONS OF CONTRACT

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.

1.6 ORDER OF PRECEDENCE

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid response from the successful Bidder as accepted by DWD, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Bidder to accept these elements into the Contract will result in the cancellation of the Contract award.

All the following shall be considered as integral parts of the bid and resulting contract. Any ambiguity or inconsistency among those documents shall be resolved by applying the following in order of precedence:

1. Laws, regulations and policies of the State of Wisconsin and Federal government
2. Official Wisconsin Department of Workforce Development purchase order and subsequent change orders (Standard Terms and Conditions attached to any of these procurement documents govern unless modified within the document) with clarifications included.
3. Final Signed Contract including all amendments and clarifications.
4. Awarded vendor's Bid Response as accepted by DWD
5. This Request for Bid and all amendments and revisions.

1.7 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-3832, Attachment C), for definitions and other information on Municipalities. Where requested by the State, and agreed to by the Contractor(s), Municipalities shall be able to obtain the commodities and Services procured under the Contract at the same rates agreed to by the Procuring Agency and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the Procuring Agency and providing appropriate documentation and support and reporting Contract usage by Municipalities.

2.0 BIDDER QUALIFICATIONS AND REQUIREMENTS

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

Bidder must use Bidder Response to Qualifications and Mandatory Requirements (Attachment B) to respond to this section unless otherwise noted below.

- 2.1 Bidders must currently be in the business of providing secured telephonic and web voting services for a minimum period of two (2) years.
- 2.2 All services provided and storing of data must be completed in the United States.
- 2.3 Bidders must provide a contingency plan within thirty (30) days of signing the Contract that will address any breaches of voter data and provide any remedies/protections that are required under Wisconsin law.

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, DWD reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

Bidder must use Bidder Qualifications and Mandatory Requirements (Attachment B) to respond to this section unless otherwise noted below.

3.1 TECHNICAL REQUIREMENTS

All Bidder requirements in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid. To be eligible for a contract award, you must be qualified and able to provide the following.

- 3.1.1 Bidder must provide two (2) configurable environments that allow for data to be stored in a database. The two (2) environments will consist of a telephonic and a web-based voting system that allow for votes to be cast without cost to the voter and at any time during the voting period (typically twenty (20) calendar days). The two (2) environments must provide:
 - 3.1.1.1. A secured digital T1 line that uses Interactive Voice Response (IVR).
 - 3.1.1.1.a. Down time (e.g., outages, disruptions, etc.) of the Toll-Free number is recorded and reported to WERC.
 - 3.1.1.1.b. Provide a contingency plan that describes recovery actions for any down time greater than 30 minutes.

- 3.1.1.1.c. Uses a unique PIN (which allows voters to self-identify) to authenticate prior to accessing system.
- 3.1.1.1.d. Requires the voter to listen to the entire message prior to voting.
- 3.1.1.1.e. Must be configurable for multiple simultaneous elections.
- 3.1.1.1.f. Must provide WERC with an electronic report of election results (in a format identified by WERC) within two (2) hours of the end of a voting period.
- 3.1.1.1.g. Must provide WERC with an electronic report of election results (in a format identified by WERC) after 10 days of voting (midway through election).
- 3.1.1.1.h. Must provide WERC with names of voters.
- 3.1.1.2. A configurable secured web-based environment for voting.
 - 3.1.1.2.a. Uses a unique PIN (which allows voters to self-identify) to authenticate prior to accessing application.
 - 3.1.1.2.b. The environment is accessible 24/7 during the twenty (20) day voting period.
 - 3.1.1.2.c. Any down time (e.g., outages, disruptions, etc.) of the application(s) is recorded and reported to WERC.
 - 3.1.1.2.d. Requires the voter to preview all options prior to making a choice/selection.
 - 3.1.1.2.e. Must be configurable for multiple simultaneous elections.
 - 3.1.1.2.f. Must provide WERC with an electronic report of election results (in a format identified by WERC) within two (2) hours of the end of a voting period.
 - 3.1.1.2.g. Must provide WERC with an electronic report of election results (in a format identified by WERC) after 10 days of voting (midway through election).
 - 3.1.1.2.h. Must provide WERC with names of voters.
- 3.1.1.3. Ability to create and manage unique PINs for 50,000 or more voters in one election cycle.
 - 3.1.1.3.a. A secure database to store Personal Identifying Information (PII) to be utilized in creating a unique PIN for voters, which allows voters to self-identify in order to access the voting system.

- 3.1.1.3.b. Ability to create list of duplicate voter PINs three (3) weeks prior to election dates.
- 3.1.1.3.c. Ability to add, remove, and edit voter database throughout election.
- 3.1.1.4. A secure database to store, process and tabulate the election results.
 - 3.1.1.4.a. Captures all questions from IVR and the web-based system.
 - 3.1.1.4.b. Records all answers from IVR and the web-based system.
 - 3.1.1.4.c. Associates PIN to voter, and encrypts voter identify.
 - 3.1.1.4.d. Retains all related voting data for a minimum of six (6) months after the end of any voting period. Voting data (including the names of those who voted and how they voted) will remain confidential unless requested by WERC.
- 3.1.1.5. Must make available both environments one week prior to election period to WERC to perform user acceptance testing (UAT) to include test scripts and test environment.

3.2 PERFORMANCE AND SUPPORT REQUIREMENTS

Bidder must agree to the following performance and reporting requirements as noted below, if awarded a Contract. The bidder must respond to this section in Attachment B - Bidder Qualifications and Mandatory Requirements.

3.2.1 Meetings

- a) The Contractor will participate in meetings with WERC staff to discuss work performed prior to, during and after the elections, and address all questions and problems identified by WERC.

3.2.2 Reporting

- a) The Contractor will provide reports to WERC as requested and in a format provided by WERC.
- b) The Contractor shall supply reports as requested by WERC regarding such items as quantities processed and dollar volumes to date per location. Forms or format will be determined by WERC. Bidder shall be able to provide these reports within fifteen (15) working days of WERC's request. Reports will be requested by Elena Lugo, the Contract Administrator, and will not be requested for periods of less than one (1) month in length.

3.2.3 Reports, Recordkeeping and Record Retention

- a) The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract in accordance with generally accepted accounting principles as promulgated by the American Institute

of Certified Public Accountants. The bidder will be required to maintain records documenting contract performance.

3.3 OPTIONAL

3.3.1 Toll-Free help hotline and Help desk services made available to voters during the course of the election.

4.0 SPECIAL TERMS AND CONDITIONS

DWD reserves the right to negotiate special terms and conditions when it is in the best interest of DWD to do so. The Bidder shall not submit its own contract document as a substitute for DWD'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. DWD 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 DWD.

4.1 BACKGROUND CHECKS

Due to the nature of this solicitation, DWD reserves the right to require that the Bidder conduct criminal background checks on its officers and employees, and subcontractors, if applicable, in order to determine whether any conviction exists, per Wis. Stat. §111.32(3), 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. If the Contractor makes the determination that an individual does not have a conviction record substantially related to the position, the Contractor must certify that to DWD for each contracted personnel assigned to a Contract. If the Contractor makes the determination that the conviction is substantially related, then they must notify DWD of the results if they nonetheless want this individual to perform work under the Contract, so that DWD can determine whether mitigating circumstances exist to allow the contracted personnel to perform work at DWD.

4.2 CONTRACT AUDIT REQUIREMENTS

Duly authorized representatives of the State and the Wisconsin Legislative Audit Bureau shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this RFB. The bidder shall retain all documents associated with this Contract for a period of not less than six (6) years after final payment is made.

State and/or federal auditors and State employees may require access to Contractor records pertaining to the Contract for purposes of conducting audits and business process reviews. The Contractor agrees to allow access to their location upon receiving a twenty-four (24) hour notice.

4.3 LIQUIDATED DAMAGES

DWD may suffer damages due to Bidder's lack of performance of certain terms and conditions of the resulting Contract. Since it is impractical and extremely difficult to fix the actual damages sustained in the event of any such non-performance, it will negotiate liquidated damages. The Contractor agrees that DWD shall have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

4.4 PAYMENT TERMS

The Contractor is required to provide a detailed monthly invoice, and the invoice must be sent to:

Wisconsin Employment Relations Commission
ATTN: Elena Lugo, Office Manager
2418 Crossroads Dr, Suite 1000
Madison WI 53718

Failure to meet contract requirements may result in the withholding or offsetting of payment. Invoices shall contain complete and accurate information including list prices and discounted prices. Contractor invoices shall be submitted to the state within 30 days of completed services. All invoices shall be sent to the address specified by the designated agency representative.

Before payment is made, all invoiced charges will be reviewed and verified as correct and in accordance with the Contract. Payment shall be made within thirty (30) days of receipt of properly submitted invoices, provided goods and/or services have been delivered and accepted as specified.

4.5 CERTIFICATES OF INSURANCE

At the time that the Notice of Intent to Award is issued, the winning Contractor will be required to provide copies of applicable insurance certificates. DWD will evaluate all insurance certificates for compliance. If the Contractor fails to provide the appropriate Certificates of Insurance within fifteen (15) days of the State's issuance of the Notice of Intent to Award, the Contractor shall be given an additional ten (10) days to comply. If the required Certificates of Insurance are not received within that time, DWD reserves the right to cancel the award or Contract and make another award.

The Certificates of Insurance listed in Section 4.5 shall be provided as stated herein to ASDProcurement@dwd.wisconsin.gov:

The Contractor shall maintain all required Insurances for the entire term of the Contract. All insurance policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin and signed by an authorized agent.

4.6 CANCELLATION AND TERMINATION

4.6.1 TERMINATION FOR CAUSE

DWD may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing DWD one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of DWD to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

4.6.2 TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time, without cause, by providing a written notice; DWD by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to DWD in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DWD, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DWD, the Contractor may be compensated for the actual Service hours provided. DWD shall be entitled to a refund for goods or services paid for but not received or implemented, and such refund is to be paid within thirty (30) days of written request for refund to the Contractor.

4.6.3 CONTRACT CANCELLATION

DWD reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Fails to perform any material obligation required under the Contract.
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, 30-day notice.
- Makes an assignment for the benefit of creditors.
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes
- Incurs a delinquent Wisconsin tax liability.
- Fails to submit a non-discrimination or affirmative action plan as required in the Standard Terms and Conditions (DOA-3054)
- Fails to follow the non-discrimination or affirmative action requirements of such. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law)
- Becomes a federally debarred Contractor.
- Is excluded from federal procurement and non-procurement contracts.
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract.
- Fails to maintain the confidentiality of the Department's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information.

- Threatens the health or safety of a State employee or State customer in the performance of the Contract.

4.7 BIDDER REFERENCES / CLIENT LIST

Bidder shall complete the Bidder Required Form (DOA-3832, Attachment C). Bidder must provide references from at least two (2) organizations who have utilized the Bidder's services to conduct elections that can attest to the Bidder's competence and neutrality. Of the two (2) references, one (1) should include conducting or administering elections that involve the collective bargaining rights of employees.

Bidder should submit additional Reference Data Sheet forms if they have more than two (2) references. DWD reserves the right to contact and/or visit any party listed as a reference that has previously utilized or is presently utilizing product(s) and/or service(s) proposed by the Bidder. DWD may also utilize other sources of information about the product(s) and/or service(s) proposed by the Bidder where these sources are publicly available and are equally available for all competing bidders. Failure to obtain consistent positive references will be cause for disqualification.

4.8 USE OF SUBCONTRACTORS

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between the Department of Workforce Development and the Contractor. The Contractor will be responsible for its subcontractors' performance of the pertinent Contract obligations including related Specifications, insurance requirements, and applicable regulations. Bidder shall identify any potential subcontractor it intends to use to provide the product or service it will provide if awarded the Contract.

All subcontractors shall be approved in writing by DWD. Any proposed substitution of an approved subcontractor shall be submitted in writing to the Department of Workforce Development 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 DWD may result in cancellation of the Contract without notice and without penalty to DWD.

4.9 DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Agency from doing business with the Federal Government. Information on debarment is available at the following website: <https://www.sam.gov/portal/SAM>. See Section 15.0 of the Standard Terms and Conditions (DOA-3054).

5.0 COST STRUCTURE AND COST SHEET INSTRUCTIONS

All costs of complying with the terms and conditions of this RFB must be shown on the Cost Sheet (Attachment A). Additional options, including those available to DWD, should be listed on a separate page and attached to the Cost Sheet.

Costs shall remain firm for the duration of the original contract term.

5.1 METHOD OF BID

Bidders shall submit a flat fee cost for each voter eligible to vote in an election. All costs shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, Cost per Voter shall prevail.

5.2 COST SHEET INSTRUCTIONS

Bidders shall complete the attached Cost Sheet – Attachment A. Bidders may not alter the Bid Cost Sheets in any manner unless instructions on the Bid Cost Sheets indicate otherwise. Failure to follow Bid Cost Sheets instructions may result in disqualification of Bid.

5.3 REQUESTING COST ADJUSTMENTS

Any Cost decreases from the manufacturer or supplier that are passed through to the Bidder are required to be passed to DWD within thirty (30) days of the effective date of the Cost decrease.

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 DWD 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 Wisconsin eSupplier Portal.

| DATE and TIME | EVENT |
|--------------------------|-------------------------------|
| March 1, 2024 | Date of Issue of the RFB. |
| April 1, 2024 @ 2:00 PM | Date Questions Due |
| April 12, 2024 @ 2:00 PM | Responses to Questions Posted |
| June 10, 2024 @ 2:00 PM | Bids Due from Bidders |
| July 11, 2024 | Anticipated Award Date |
| August 1, 2024 | Est. Contract Start Date |

6.2 CORRESPONDENCE, CLARIFICATIONS AND QUESTIONS

All communication and/or questions on all matters regarding this Request for Bid #ILE0011 shall be made in writing and directed to the following Procurement Agent: Ashley Wolfram Ashley.Wolfram@dwd.wisconsin.gov (Email is the preferred method of written contact).

Bidders are expected to raise any questions, exceptions, or additions concerning the RFB document by Bid Due Date. 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 shall immediately notify the Procurement Agent named above of the issue in writing and request modification or clarification of the RFB document.

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 to the Wisconsin eSupplier Portal.

Bidders are responsible for reviewing this website periodically and addressing in their bid any clarifications provided by DWD. Each bid shall stipulate that it is predicated upon the requirements, terms and conditions of this RFB, and any supplements or revisions thereof.

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except for the Procurement Agent, listed above, is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. The Procurement Agent 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 Procuring Agency may continue to communicate with the Procuring Agency Contract Administrator regarding the performance of that current Contract only.

6.3 REASONABLE ACCOMMODATIONS

Upon request, the Department of Workforce Development shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with a disability. If accommodations are needed, please contact Ashley Wolfgram at Ashley.Wolfgram@dwd.wisconsin.gov.

6.4 WISCONSIN eSUPPLIER PORTAL REGISTRATION

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/Commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Bidders may use the same internet 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 email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive email notices of these simplified bid opportunities. Bidders may also visit VendorNet on the internet at <https://VendorNet.wi.gov> to get information on State purchasing practices and policies, goods and Services that the State buys, and tips on selling to the State.

6.5 SUBMITTING A BID

Bidders have 2 options in responding to this RFB.

6.5.1 WISCONSIN eSUPPLIER PORTAL BID SUBMITTAL (STRONGLY PREFERRED)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. DWD has developed questions that you will be prompted with online to guide your electronic response to the RFB. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the Bid document.

Please note, Bidders must click "Submit" in the Wisconsin eSupplier Portal to have their Bid received. Only clicking "Save" does not submit the Bid response; therefore, it shall not be received or reviewed.

6.5.2 EMAILED BIDS

An emailed Bid shall be received by the DWD Purchasing Office prior to the Bid opening

due date and time, at the place shown on the Request for Bid.

Prior to the Bid opening deadline, the Bidder is responsible for confirming that their emailed Bid response has been successfully received by DWD. Proof of transmission doesn't constitute proof of receipt.

Emailed bids shall be submitted via email to: ASDProcurement@dwd.wisconsin.gov with the subject line: **ATTN: Ashley Wolfgram – ILE0011 Bid Response.**

Submitting a Bid to any email address other than ASDProcurement@dwd.wisconsin.gov does not constitute receipt of a Bid by DWD.

It is the Bidder's responsibility to verify that the emailed Bid has been timely received and delivered to DWD by the Bid opening date and time. DWD is not responsible for late receipt of a Bid, regardless of the reason for the delay. Proof of transmission doesn't constitute proof of receipt.

Emailed Bids that do not meet this requirement will be rejected.

6.6 FAXED BIDS

Faxed bids shall not be accepted.

6.7 FORMAT OF BID RESPONSE

Bidders responding to this RFB outside of the Wisconsin eSupplier Portal shall comply with the following format requirements:

The bidding company name must appear on each page of the bid.

Mandatory Requirements (Section 3.0) and Forms (Section 10.0) bid submissions must be in Microsoft Word or Adobe PDF format. Cost Sheet (Attachment A) must be submitted in the posted Microsoft Excel spreadsheet.

If submitting via email, two (2) separate emails must be submitted or your bid will be considered incomplete: (1) email for the Mandatory Requirements and Forms portion and (2) email for the Cost Sheet. Including your Cost Sheet in the Mandatory Requirements and Forms section may disqualify your bid.

Mandatory Requirements & Forms Bids must be typed and submitted via email to ASDProcurement@dwd.wisconsin.gov. In the subject line include the following information:
ATTN: Ashley Wolfgram Response to ILE0011 Mandatory Requirements & Forms

Cost Sheet and additional information (optional) must be typed and submitted via email to ASDProcurement@dwd.wisconsin.gov

In the subject line include the following information:

ATTN: Ashley Wolfgram Response to ILE0011 Cost Sheet & optional Information

Optional Information: Include all optional information that shall be essential to an understanding of the Bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the Bid document.

Cost Information: Provide Cost information on the Cost Sheet (Attachment A) included in this RFB. Include one electronic copy in the required Excel format. All Costs for furnishing the product(s) and/or service(s) included in the Bid in accordance with the terms and conditions in this RFB shall be included. No alternate Cost formats will be accepted. Alternate Cost formats may eliminate consideration for this Bid.

Bid Response Qualifications and Requirements: The Bidder shall include the Bidder Qualifications and Mandatory Requirements (included in Attachment B) included in this RFB. A response to each qualification and requirement listed shall be clearly checked and/or submitted as applicable and the sheet signed.

Any alteration of the Bid forms or supporting documentation is prohibited and will result in rejection of the Bid.

6.8 MULTIPLE BIDS

Multiple bids from a vendor will not be permissible.

6.9 INCURRING COSTS

Neither the State of Wisconsin nor DWD is liable for any costs incurred by the Bidder in responding to this RFB.

7.0 BID ACCEPTANCE AND AWARD

7.1 BID OPENING

There will be no formal Bid opening, however you may request a listing of only the names of vendors from whom responses have been received by contacting Ashley Wolfgram at Ashley.Wolfgram@dwd.wisconsin.gov .

7.2 BID REVIEW

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

This verification may include reviewing the vendor's bid document, contacting references furnished in the vendor's bid, requesting reports on the vendor's financial stability, reviewing demonstrations of the vendor's service(s), and reviewing results of past awards to the vendor by the State of Wisconsin. Vendors may not contact the State reviewer(s) except at the State's request. DWD shall be the sole judge as to compliance with the specifications contained in this RFB.

Bids from certified Minority Business Entities and Disabled Owned Businesses may be provided a five percent (5%) preference.

7.3 BID ACCEPTANCE

Bids that do not comply with instructions or are unable to comply with Mandatory Requirements will be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. DWD 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

The Bid award(s) will be made on the basis of the lowest Cost, responsive, responsible Bidder. Bid shall be in US dollars unless otherwise indicated. Bids that require a specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, Cost per voter shall prevail in award.

The Department of Workforce Development intends to award to one Bidder, whichever is judged to be in the best interest of the WERC. The state is the sole determinant of its best interests.

7.5 AWARD NOTIFICATION

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

8.0 SUPPLIER DIVERSITY

8.1 MINORITY-OWNED BUSINESS ENTERPRISE

Minority-Owned Business Enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% Cost 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. (An 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>.

8.2 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 shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). There is no Cost preference for certified VBs that compete for State Contracts.

Contact the DVA at: <http://dva.state.wi.us>.

8.3 DISABLED VETERAN-OWNED BUSINESS

Disabled Veteran-Owned Businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% Cost 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>.

8.4 WOMEN-OWNED BUSINESS ENTERPRISE

Woman-Owned Business Enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

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>.

9.0 PROTEST AND APPEALS PROCESS

9.1 PROTESTS

A Notice of Intent to Protest a proposed Bid award and the actual protest shall be made in writing to the head of the Procuring Agency (or his or her designee) as set forth below. The protest procedure applies to only those requests for Bids for Services that are over \$50,000. The protest shall be as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The Notice of Intent to Protest shall be filed with the individual listed below; and received by the head of the Procuring Agency Head (or designee) no later than five (5) business days after the Notice of Intent to Award is issued.

The actual Protest also shall be filed with the individual listed below; and shall be received by the head of the Procuring Agency (or designee) within ten (10) business days after the Notice of Intent to Award is issued.

Wisconsin Department of Workforce Development
Attn: Division Administrator, Division of Operations
201 East Washington, Ave, Room G400
Madison, WI 53703

With a copy to:

James Daley, Chairperson
Wisconsin Employment Relations Commission
2418 Crossroads Drive, Suite 1000
Madison, Wisconsin 53718-7896

With a copy to:

Wisconsin Department of Workforce Development
Attn: Ashley Wolfgram
201 East Washington, Ave, Rm G400
Madison, WI 53703

9.2 APPEALS

The decision of DWD and WERC may be appealed to the Secretary of the Department of Administration, in writing, within five (5) business days of the issuance of its written Protest decision.

A copy of the Appeal shall also be filed with the DWD and WERC. The Appeal shall be as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Appeals shall be sent to:
Secretary
Wisconsin Department of Administration
101 E Wilson Street, 10th Floor, PO Box 7864
Madison, WI 53703-7864

10.0 REQUIRED FORMS

The following is a list of forms pertaining to this RFB. An "X" preceding the form indicates that it must be completed and returned with the Bid response.

- Standard Terms and Conditions (DOA-3054)
- Supplemental Standard Terms and Conditions (DOA-3681)
- Cost Sheet (Attachment A)
- Bidder Qualifications and Mandatory Requirements (Attachment B)
- Bidder Required Form (DOA-3832, Attachment C)

Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) 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 fifty (50) 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.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property

damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or

a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision,
- in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.
- 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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall

provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.