**REQUEST FOR BID**

**TITLE**

**NUMBER**

**Issued:** DATE

**Responses Due:** DATE/TIME



INSERT AGENCY LOGO

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PLACEHOLDER

# 1.0 INTRODUCTION AND PURPOSE

PLACEHOLDER

## 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 price 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: | 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. |
| 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). |
| Purchasing Card (PCard): | A charge card issued to an authorized state employee through the Department of Administration, State Bureau of Procurement's Purchasing Card Contract. |
| Procurement Specialist: | 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". |

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## PURPOSE AND SCOPE OF THE REQUEST FOR BID

The [PROCURING AGENCY NAME], requests Bids for the purchase of [COMMODITY/SERVICE], and intends to use the results of this process to award a Contract. The [PROCURING AGENCY NAME] 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 price during the term of the Contract.

## 1.2.1 OVERVIEW OF PROCURING AGENCY, BACKGROUND, AND OBJECTIVES

PLACEHOLDER

## CONTRACT TERM

This Contract will run for an initial [TERM]-year period. The Procuring Agency and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional [NUMBER][RENEWAL]-year periods. The Contract shall be effective on the date it is executed by the Procuring Agency. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

The RFB documents, the awarded Bidder's response as accepted by the [PROCURING AGENCY], and any purchase order related to this RFB shall become the Contract between the parties unless a separate Contract is executed.

## MODIFICATIONS OF CONTRACT

The Contract shall 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 shall fall within the scope of the Bid and be rendered in writing and signed by both parties or they will be void.

## 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 the Procuring Agency, 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.

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

* + - Final Signed Contract with clarifications included
    - Bid Response as accepted by the State of Wisconsin
    - Request for Bid

If the Official Purchase Order serves as the final Contract, in the event of a conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

* + - Official Purchase Order
    - Bid Response as accepted by the State of Wisconsin
    - Request for Bid

## COOPERATIVE PURCHASING SERVICES

Commodities and Services may be made available to Municipalities upon agreement of the Contractor. 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.

## RESPONDING TO BID REQUIREMENTS

Mandatory Bidder qualifications and/or requirements in this RFB document must be minimally met without exception; failure to meet such will disqualify your Bid. Before the award of any Contract, the Procuring Agency 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 Procuring Agency with these qualifications by submitting appropriate or supporting documentation.

Certain qualifications/Specifications will be presented by the Procuring Agency as itemized questions that require an affirmative response from you that you can meet them (e.g., "yes/no" prompt, dropdown menu, required attachment). Other requirements may be presented in a grouped manner (e.g., "Does your company meet requirements 2.1-2.8?"). For any itemized or grouped requirements that you cannot meet, you must check "no" and provide a supplemental document as an attachment to explain.

Failure to meet a qualification will disqualify your 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.

# 2.0 BIDDER QUALIFICATIONS AND REQUIREMENTS

All Bidder qualifications in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

# 3.0 MANDATORY SPECIFICATIONS OF BID

All requirements in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

## TECHNICAL REQUIREMENTS

Bidder shall use INSERT TITLE OF ATTACHMENT OR OTHER INSTRUCTION to respond to this section.

## PERFORMANCE AND SUPPORT REQUIREMENTS

Bidder shall use INSERT TITLE OF ATTACHMENT OR OTHER INSTRUCTION to respond to this section.

# 4.0 SPECIAL TERMS AND CONDITIONS OF BID

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

Bidders shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative 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.

## ORDERS

PLACEHOLDER

## DELIVERY REQUIREMENTS

Delivery requirements are as follows:\_\_\_\_\_\_\_\_\_\_\_ [ASAP/On or Before\_\_\_\_\_ /By\_\_\_\_]. Failure to accept this delivery requirement may disqualify the Bid.

## DUPLICATES AND OVER SHIPMENTS

Upon notification by the Procuring Agency of a duplicate or over shipment, goods shall be removed at the Contractor's expense. If such goods are not removed within [DAYS] 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.

## RETURN POLICY FOR DEFECTIVE OR DAMAGED GOODS

PLACEHOLDER

## NEW AND DISCONTINUED ITEMS

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## RANDOM PRODUCT SAMPLING

PLACEHOLDER

## ACCEPTANCE TESTING

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## BACKGROUND CHECKS

Due to the nature of this solicitation, the Procuring Agency 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.

## REPORTING

PLACEHOLDER

## CONTRACT AUDIT REQUIREMENTS

PLACEHOLDER

## LIQUIDATED DAMAGES

The Procuring Agency 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, the Procuring Agency will impose the following liquidated damages for the performance failures listed below: [PLACEHOLDER].

## TOBACCO-FREE ENVIRONMENT

PLACEHOLDER

## FRATERNIZATION/AGENCY WORK RULES

All Contractors and their subcontractors (if applicable) working on-site are subject to departmental rules. A copy of these rules may be obtained by written request to the Procuring Agency's Procurement Manager identified in this RFB.

## PAYMENT TERMS

Payment will not be made until the [PRODUCT OR SERVICE] is determined to meet all Specifications, requirements and deliverables and has been accepted by [PROCURING AGENCY].

## THIRD-PARTY FINANCING

Bidders on Lease or Rental Bids that are using third-party financing shall identify the company, quote the interest rate, and include a copy of their lease or rental Contract with the Bid.

## 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 shall 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.

Safety Data Sheets shall be provided as stated herein to:

**Agency Name**

**Agency Division, Bureau Program Manager Name, Title Agency Address**

**Agency Address**

**City, State and Zip Code**

## 

## CERTIFICATES OF INSURANCE

**Choice 1** INSURANCE POLICY INSPECTION (Commodity)

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 shall 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.

**Choice 2** INSURANCE (Service)

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. The Agency will evaluate all insurance certificates for compliance. Should the Contractor not provide the appropriate Certificates of Insurance within [NUMBER] days of the State's issuance of the Notice of Intent to Award, the Contractor shall be given an additional [NUMBER] days to comply. Should the appropriate Certificates of Insurance not be received within that time, the State reserves the right to cancel the award or Contract and make another award.

The Certificates of Insurance listed in Section [NUMBER] (below) shall be provided as stated herein to:

**Agency Name**

**Agency Division, Bureau Program Manager Name, Title Agency Address**

**Agency Address**

**City, State and Zip Code**

## HIGH RISK CERTIFICATES OF INSURANCE

The following minimum insurance coverage and limits will be required in the Contract resulting from the Bid award: PLACEHOLDER

Copies of these required insurance policies and certificates shall be submitted to the Procuring Agency upon request.

## ACCESS TO SECURE FACILITIES

PLACEHOLDER

## CANCELLATION AND TERMINATION

**TERMINATION FOR CAUSE**

The State 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 the State a one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State 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.

**TERMINATION FOR CONVENIENCE**

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State of Wisconsin by providing at least a thirty (30) calendar day notice to the Contractor, and the Contractor providing at least a one hundred and twenty (120) calendar day notice to the State 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 the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for goods or Services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

**CONTRACT CANCELLATION**

The State 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 §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 subch. 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 State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information
    - Contractor performance threatens the health or safety of a State employee or State customer

# 5.0 COST STRUCTURE AND COST SHEET INSTRUCTIONS

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## METHOD OF BID

The Bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, unit price shall prevail.

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## FOB DESTINATION, FREIGHT PREPAID AND ALLOWED/INSTALLED

**CHOICE 1** 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 interior or ground floor, or inside dock at [ADDRESS]. Bid prices shall 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.

**CHOICE 2** FOB DESTINATION, FREIGHT PREPAID INCLUDED AND INSTALLED

Items are to be installed at [ADDRESS/ADDRESSES], FOB DESTINATION FREIGHT PREPAID INCLUDED AND INSTALLED. Bid prices shall include all packing, freight, insurance, set-up, operation manuals, and instructional charges. Items shall be set in place in an area designated by the Procuring Agency, demonstrated to be in operating condition, and approved by the Procuring Agency. All debris shall be removed from the premises and properly disposed of by the Bidder. Bidder shall restore all installation sites to their original condition to the satisfaction of the Agency. Upon installation, all operating instructions and operating and maintenance manuals shall be furnished to the Procuring Agency contact person identified on the purchase order.

Universal and Hazardous Waste shall be removed by Bidder in accordance with State and Federal regulations and guidelines.

Failure to bid FOB Destination Freight Prepaid Included and Installed in the Bid price will disqualify the Bid.

## PRICE SHEET INSTRUCTIONS

Bidders shall complete the attached Price Sheet(s). Bidders may not alter the Price Sheet in any manner unless instructions on the Price Sheet indicates otherwise.

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## REQUESTING PRICE ADJUSTMENTS

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# BID PROCEDURE AND INSTRUCTIONS

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## CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this Request for Bid shall 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 Wisconsin eSupplier Portal.

|  |  |
| --- | --- |
| **DATE** | **EVENT** |
| [DATE and TIME] | Date of Issue of the RFB |
| [DATE and TIME] | Site Visit |
| [DATE and TIME] | Bidder Conference |
| [DATE and TIME] | Date Questions Due |
| [DATE and TIME] | Responses to Questions Posted |
| [DATE and TIME] | Bids Due from Bidders |
| [DATE and TIME] | Anticipated Award Date |
| [DATE and TIME] | Contract Start Date |

## CORRESPONDENCE, CLARIFICATIONS, AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by [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 Procuring Agency representative named below of the issue in writing and request modification or clarification of the RFB document.

Email is the preferred method of written contact. Please email to: [EMAIL ADDRESS]

|  |  |
| --- | --- |
| **USPS ADDRESS** | **COMMON CARRIER ADDRESS** |
| [AGENCY NAME] | [AGENCY NAME] |
| [AGENCY DIVISION] | [AGENCY DIVISION] |
| [AGENCY ADDRESS] | [AGENCY ADDRESS] |

All communication and/or questions on all matters regarding this Bid shall be made in writing and refer to Request for Bid #[RFB#] and be directed to [CONTACT NAME].

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.

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except [CONTACT NAME] is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. [CONTACT NAME] 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.

## REASONABLE ACCOMMODATIONS

Upon request, the [PROCURING AGENCY] shall 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: [CONTACT NAME] [CONTACT PHONE NUMBER] [EMAIL].

## 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.

## PRE-BID SITE VISIT

Bidders [SHALL/ARE ENCOURAGED TO] visit the job site prior to submitting a Bid to assure themselves and the Procuring Agency that they understand the requirements of the project. Bidder [SHALL/IS NOT REQUIRED TO] attend a Site Visit in order for their Bid to be considered for an award. For all mandatory Site Visits, the Bidder shall attach a site visit verification signed by the designated Procuring Agency representative with its Bid.

Site Visits will be held on [DATE(S)]. Please contact [CONTACT PERSON] at [PHONE NUMBER] to arrange a visit to the job site.

## BIDDER CONFERENCE

A Bidder Conference will be held at [TIME] on [DATE] in [ROOM] at [LOCATION] to respond to questions and to provide any additional instruction to Bidders on the submission of their Bid. Bidder [SHALL/IS NOT REQUIRED TO] attend the Bidder Conference in order for their Bid to be considered for an award. All answers to questions or any changes to the Bid as a result of the Bidder Conference will be posted to the Wisconsin eSupplier Portal as an amendment to the RFB. Bidders are cautioned that only formal amendments issued via the Wisconsin eSupplier Portal are binding. If no questions are received the Procuring Agency reserves the right to cancel the Bidder Conference.

## SUBMITTING A BID

Bidders have [NUMBER] options in responding to this RFB.

## WISCONSIN eSUPPLIER PORTAL BID SUBMITTAL (STRONGLY PREFERRED)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State 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.

## HARD COPY BID SUBMITTAL

Bidders still have the option to mail or otherwise provide a hard copy Bid when responding to this RFB. If your company elects to do so (instead of the electronic Bid option described above), Bidders shall submit an original signed Bid, marked as stated below, and [COPIES] hard copies and [ELECTRONIC] of all materials required for acceptance of their Bid by the deadline to:

|  |  |
| --- | --- |
| **USPS ADDRESS** | **COMMON CARRIER ADDRESS** |
| NAME | NAME |
| AGENCY | AGENCY |
| DIVISION | DIVISION |
| ADDRESS | ADDRESS |
| CITY, STATE, ZIP | CITY, STATE, ZIP |

All Bids shall be received and time-stamped at the above location no later than [DATE] [TIME] CT. Bids not time-stamped will be considered late and rejected. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the [PROCURING AGENCY] Purchasing Office.

All Bids shall 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**

**RFB TITLE**

**RFB NUMBER**

**RFB DUE DATE AND TIME**

**Hand Delivered Bids:**

[FOR DOA BIDS]: The Department of Administration, at 101 E. Wilson St. in Madison, has building security policies and procedures. 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 will call the intended Procurement Specialist prior to the visitor being allowed to proceed to their destination in the DOA building. This means Bidders shall have the Procurement Specialist's name to allow the security guard to place a call to the

Procurement Specialist. The Bidder shall 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.

## EMAILED BIDS

An emailed Bid SHALL be received by the [PROCURING AGENCY] 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 the Procuring Agency. Proof of transmission doesn't constitute proof of receipt. In addition, the required form (DOA-XXXX) shall be signed and returned via mail or fax within one (1) business day after the Bid opening due date for continued consideration of the Bid.

Bid responses shall be emailed to [EMAIL ADDRESS]. Submitting a Bid to any email address other than [EMAIL ADDRESS] does not constitute receipt of a Bid by [PROCURING AGENCY].

It is the Bidder's responsibility to verify that the emailed Bid has been timely received and delivered to the Procuring Agency by the Bid opening date and time. The Procuring Agency 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.

## FORMAT OF BID RESPONSE

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

**Signed Request for Bid Sheet:** Include the signed, required form (DOA-XXXX) with the Bid and those certifications required for submittal of a Bid. Bids submitted in response to this RFB shall be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. DO NOT COPY AND RETURN THE ENTIRE BID DOCUMENT.

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

**State of Wisconsin Standard Terms and Conditions (DOA-3054) and State of**

**Wisconsin Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681) (herein after Terms and Conditions):** These Terms and Conditions shall govern this Bid and subsequent award. Vendors shall accept these Standard and Supplemental Terms and Conditions or submit point-by-point exceptions along with proposed alternate or additional language for each point. Submission of any standard vendor Contracts as a substitute for language in the Terms and Conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal. The State reserves the right to negotiate contractual Terms and Conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

**Additional Information:** Include all additional 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 price information on the Cost Sheet Attachment [insert

Attachment letter], included in this RFB. Include one hard copy of the Price Sheet with the Bid response and one electronic copy in Excel format. All prices 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 price formats will be accepted. Alternate price formats may eliminate consideration for this Bid.

**Bid Response Qualifications and Requirements:** The Bidder shall include the Bid Response Qualifications and Requirements Attachment [insert Attachment letter], 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 Appendices is prohibited and will result in rejection of the Bid.

## INCURRING COSTS

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

# BID ACCEPTANCE AND AWARD

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## BID OPENING

A public Bid opening will be held on [DATE] at [TIME] at [LOCATION]. The names of all Bidders may be read aloud at that time.

## BID REVIEW

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

## BID ACCEPTANCE

Bids that do not comply with Mandatory Requirements or Mandatory Specifications will be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. [PROCURING AGENCY] 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.

## METHOD OF AWARD

The Bid award(s) will be made on the basis of the lowest price, responsive, responsible Bidder. Prices 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, unit price shall prevail in award.

The [AGENCY] intends to award to [ONE/MULTIPLE; ONE OR MULTIPLE] Bidders, whichever is judged to be in the best interest of the State. The State is the sole determinant of its best interests.

Award(s) will be based on [LOW COST FACTOR], by [VARIABLES].

[NOTATIONS]

## SAMPLES

Bidder shall submit a sample(s) at no cost to the Procuring Agency in order to verify product compliance with the Bid Specifications.

Samples shall be clearly labeled as "Sample" and shall be identified with the Bidder's name, the RFB number, due date, and Bid Item number.

Samples shall be delivered no later than [TIME] on [DATE] to:

[NAME]

[ADDRESS]

All samples provided by the Bidder will be reviewed by the Procuring Agency in an identical manner in order to verify product compliance with the Bid Specifications.

Samples NOT meeting Bid Specifications will be rejected and the Bid will be disqualified. The Procuring Agency will be sole judge of sample compliance with the Bid Specifications.

A Bidder may request the return of samples at its own expense. Samples shall be retrieved within 30 calendar days of the Notice of Award. Any samples not retrieved within the designated time period will be disposed of at the Procuring Agency's discretion.

The Procuring Agency will retain the sample(s) submitted by the Successful Bidder. Once a sample has been approved, the Bidder shall supply the Procuring Agency with the same product, of the same quality, from the same manufacturer as the original samples submitted, for the duration of the Contract.

## BIDDER REFERENCES/CLIENT LIST

**OPTION 1**

The Bid shall include Bidder references by completing DOA-XXXX, listing at least [NUMBER] names or companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last [NUMBER] of years. For each organization listed, the Bidder shall 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 Procuring Agency will determine which references to contact in order to assess the quality of the product or service.

**OPTION 2** Client List Paragraph

Bidder shall provide a client list that includes all companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last [HISTORY]. For each organization listed, the Bidder shall 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 Procuring Agency will determine which clients to contact in order to assess the quality of the product or service.

## USE OF SUBCONTRACTORS

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between the [PROCURING AGENCY] 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 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 the Procuring Agency. Any proposed substitution of an approved subcontractor shall be submitted in writing to the [PROCURING AGENCY] 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 Procuring Agency may result in cancellation of the Contract without notice and without penalty to the State.

## SUPPLIER DIVERSITY

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## 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% 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>.

## 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 price preference for certified VBs that compete for State Contracts.

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

## 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% 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>.

## WOMAN-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>.

## 

## 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](https://www.sam.gov/portal/SAM/). See Section 15.0 of the Standard Terms and Conditions (DOA-3054).

## AWARD NOTIFICATION

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

## PROTEST AND APPEALS PROCESS

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## 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.

|  |  |
| --- | --- |
| **US MAIL ADDRESS** | **DELIVERY ADDRESS** |
| [NAME] | [NAME] |
| [AGENCY] | [AGENCY] |
| [DIVISION] | [DIVISION] |
| [ADDRESS] | [ADDRESS] |
| [CITY, STATE, ZIP] | [CITY, STATE, ZIP] |

With a copy to:

|  |  |
| --- | --- |
| **US MAIL ADDRESS** | **DELIVERY ADDRESS** |
| [NAME] | [NAME] |
| [AGENCY] | [AGENCY] |
| [DIVISION] | [DIVISION] |
| [ADDRESS] | [ADDRESS] |
| [CITY, STATE, ZIP] | [CITY, STATE, ZIP] |

## APPEALS

The decision of the head of the Procuring Agency may be appealed to the Secretary of the Department of Administration, in writing, within five (5) business days of the

Procuring Agency's issuance of its written Protest decision.

A copy of the Appeal shall also be filed with the head of the Procuring Agency. 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:

[NAME]Secretary

[ADDRESS] Wisconsin Department of Administration

[ADDRESS] 101 E Wilson Street, 10th Floor, PO Box 7864

[CITY, STATE ZIP] Madison, WI 53703-7864

# REQUIRED FORMS

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

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