

# Wisconsin Department of Health Services

## Oral Health Education Study

### Request for Proposal (RFP)

RFP-BC-001-DHS

Project # 09I3D

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction and Background/Current State

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to conduct an oral health feasibility study and deliver a recommendation as to what educational option(s) would maximize access to oral health for rural and underserved areas of Wisconsin. The State as represented by the Department of Health Services intends to use the results of this solicitation to award a contract for an oral health feasibility study.

This project is to fulfill the requirements of 2009 Wisconsin Act 28, where the legislature directed the Building Commission to conduct a study of the state's role in expanding access to dental education with a particular emphasis on increasing dental care in rural and underserved areas, including an examination of the possibility of construction of a new dental school in the city of Marshfield.

According to *Oral Health in America: a Report of the Surgeon General*, tooth decay (dental caries) is the single most common chronic childhood disease and the most preventable.<sup>1</sup> While the prevalence and severity of tooth decay has declined among U.S. school-aged children<sup>2</sup>, it remains a significant problem in racial/ethnic minority groups and low-income children. Oral health is vitally important to a person's overall health, well-being, and productivity.

There is a need for expansion of oral health access in Wisconsin. From a screening of a sample of Wisconsin children enrolled in Head Start, 36% had caries experience, 26% had untreated decay, and 27% needed early or urgent dental care.<sup>3</sup> Among children enrolled in Head Start who were surveyed, the Northeast and Northern regions of Wisconsin have the highest percentages of caries experience, untreated decay, early childhood caries, and need for urgent dental care when compared to other regions of the state.<sup>3</sup>

Many underserved populations have limited access to oral health through Medicaid in Wisconsin. Of Wisconsin licensed dentists, 40% (1,385) submitted a fee-for-service claim for Medicaid reimbursement in 2008.<sup>4</sup> Of 955,336 state Medicaid members in 2008, 23.4% received a dental service. The percentage of Medicaid members who received a dental service varies by region. The lowest percentages of utilization were in the Southeastern (21.4%), Southern (24.1%), and Northeastern (20.6%) regions, and the Northern (29%) and Western (28.5%) regions had the highest percentages of utilization.<sup>5</sup> In 2008, there were nine counties without a Medicaid billing dentist who saw 50 or more beneficiaries under age 21. Eight of the nine are in the Western, Northern, and Northeastern regions of Wisconsin.<sup>6</sup>

There is a predicted need for a larger oral health workforce in Wisconsin. The state population estimate for 2008 was approximately 5.6 million<sup>7</sup> and as of July 2009 there were 4,487 in-state licensed dental hygienists and 3,511 in-state licensed dentists.<sup>8</sup> Between 2006 and 2016, it is anticipated that there will

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<sup>1</sup> Oral Health in America: A Report of the Surgeon General. Department of Health and Human Services, Washington, DC, 2000. Available at [www.surgeongeneral.gov/library/oralhealth](http://www.surgeongeneral.gov/library/oralhealth).

<sup>2</sup> Vargas CM, Crall J, Schneider DA. Sociodemographic distribution of pediatric dental caries, NHANES III, 1988-1994. *J Am Dent Assoc* 1998, 129: 1229-38.

<sup>3</sup> Healthy Smiles for a Healthy Head Start Survey. Wisconsin Department of Health Services, Madison, WI, 2009.

<sup>4</sup> HRSA Oral Health Workforce Grant, p.3 paragraph 4

<sup>5</sup> Dental Utilization Data. Wisconsin Department of Health Services, Madison, WI, 2008.

<sup>6</sup> Synopses of State and Territorial Dental Public Health Programs 2009, Association of State and Territorial Dental Directors

<sup>7</sup> Housing and Population Estimates, Wisconsin Department of Administration, retrieved, September 4, 2009. <http://www.doa.state.wi.us/subcategory.asp?linksubcatid=96&linkcatid=11&linkid=64&locid=9>

<sup>8</sup> Wisconsin Department of Health Services, Division of Public Health, Office of Public Health Informatics, Population Health Section, 2009.

be a 9.6% increase in general dentist jobs and a 31.2 % increase in dental hygienist jobs.<sup>9</sup> Due to replacement and new jobs, it is projected that general dentists will be needed to fill 90 average annual job openings and dental hygienists will be needed to fill 210 average annual jobs openings.<sup>10</sup> Currently, dental hygienists are restricted to practicing in eight settings and their legal scope of practice does not align with the American Dental Association Commission on Dental Accreditation Standards for Dental Hygiene Education Programs.<sup>11</sup> Practice act modifications to expand accessibility to dental hygiene services have been recommended by the Governor's Task Force to Improve Oral Health Access.<sup>12</sup> Wisconsin's State Health Plan Workforce Priority indicates that by 2010 the composition of Wisconsin's public health system workforce at all levels will approach the demographic profile of the community. As of February 2009, of those reporting 96% of the dental hygienists (58% reporting) and 86% of dentists (48% report) were white.<sup>13</sup>

Currently, the School of Dentistry at Marquette University is the only dental school in Wisconsin, and admits 80 new students per year, 40 of which are Wisconsin residents.<sup>14</sup> The Higher Education Aids Board Contract for Dental Education allows a finite number of Wisconsin residents (160 students, or 40 per class) to attend the Marquette University School of Dentistry at a "resident" tuition rate. Students who meet the program criteria are awarded \$8,753 in tuition subsidization. The subsidy for Wisconsin students is approximately 20% of the total \$43,080 annual tuition that is charged to out-of-state residents.<sup>15</sup> Marquette University's graduate analysis finds that 75% of students who were Wisconsin residents at admission were practicing in Wisconsin during years 1 and 3 following graduation.<sup>16</sup> Dental hygiene educational programs are offered by eight Wisconsin Technical College campuses. According to the *Wisconsin Technical College System 2008 Graduate Follow-Up Report* published in April of 2009, there were 182 Dental Hygiene Associate Degree graduates in 2008.<sup>17</sup>

## 1.2 Scope of the project

Existing data and studies support the conclusion there is inadequate access to dental care in rural and other underserved areas in Wisconsin. When considered in conjunction with data on graduation rates and demand for dentists and dental hygienists, these facts suggest an expansion of dental education in the state could address the needs of underserved populations. The proposed study will test that hypothesis and provide policy options that can inform debate on the state's role in fostering improved dental health care in rural and underserved areas of Wisconsin through expanded and potentially new models of dental education. The project schedule will allow the findings to be completed in time for consideration by policymakers during the development of the 2011-13 capital and operating budgets.

The Department may be implementing further research studies based on the outcome of the oral health education study, and this contract may be used for these purposes.

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<sup>9</sup> OEA 2006-2016 Statewide Long-Term Projections, Wisconsin Department of Workforce Development, Madison, WI, retrieved 2009. [http://dwd.wisconsin.gov/oea/employment\\_projections/long\\_term\\_projections.htm](http://dwd.wisconsin.gov/oea/employment_projections/long_term_projections.htm)

<sup>10</sup> OEA 2006-2016 Statewide Long-Term Projections, Wisconsin Department of Workforce Development, Madison, WI, retrieved 2009. [http://dwd.wisconsin.gov/oea/employment\\_projections/long\\_term\\_projections.htm](http://dwd.wisconsin.gov/oea/employment_projections/long_term_projections.htm)

<sup>11</sup> Wisconsin Department of Health Services, Governor's Task Force to Improve Access to Oral Health, Related Materials for 2005. [http://dhs.wisconsin.gov/health/Oral\\_Health/taskforce/2005relatedmat.htm](http://dhs.wisconsin.gov/health/Oral_Health/taskforce/2005relatedmat.htm)

<sup>12</sup> Wisconsin Department of Health Services, Division of Public Health. (2005). Governor's Task Force on Oral Health Access: Report of the Taskforce (Task Force Recommendations (page 29) and Appendix F), Available at: [http://dhs.wisconsin.gov/health/Oral\\_Health/taskforce/index.htm](http://dhs.wisconsin.gov/health/Oral_Health/taskforce/index.htm)

<sup>13</sup> Wisconsin Department of Health Services, Healthy Wisconsin 2010 <http://dhs.wisconsin.gov/statehealthplan/hw2010/index.htm>

<sup>14</sup> Report of the Governor's Task Force to Improve Access to Oral Health, Wisconsin Department of Health Services, Madison, Wisconsin 2005. [http://dhs.wisconsin.gov/health/Oral\\_Health/taskforce/index.htm](http://dhs.wisconsin.gov/health/Oral_Health/taskforce/index.htm)

<sup>15</sup> Wisconsin State Statute 20.235 (1)(d)

<sup>16</sup> Marquette University School of Dentistry, Educational Development and Assessment, July 2008.

<sup>17</sup> Wisconsin Technical College System, 2009. *2008 Graduate Follow up Report*. [http://www.wtcsystem.edu/reports/data/graduate/pdf/complete\\_report.pdf](http://www.wtcsystem.edu/reports/data/graduate/pdf/complete_report.pdf)

### **1.2.1 Project description**

The proposed study will analyze existing data to assess whether expansion of oral health education would increase oral health access in rural and underserved areas of the state. The feasibility study will examine the need for expansion of education for dentists, dental hygienists, and for the development of education for midlevel dental service providers. If additional education needs are established, the feasibility study will help determine the State's role in expanding dental education. The feasibility study will deliver a recommendation as to what educational option(s) would maximize access to oral health for rural and underserved areas, and be the best return on the State's investment.

### **1.2.2 Objectives**

1. Conduct a comprehensive feasibility study to determine if expanding dental education in the State of Wisconsin will increase access to dental care for rural and underserved populations. The comprehensive study of oral health education expansion should include:
  - Identifying the most effective integrated dental/medical delivery model(s) to improve access to care in rural and underserved areas.
  - Assess which type(s) of dental education: new school, new curriculum, or new training programs for mid-level providers are needed to meet identified service needs in rural and underserved communities.
2. Identify options for the State's role in expanding access to oral health care through education workforce proposals, policy adjustments, or further study.
3. Examine what type of education a new dental school (ie: Marshfield, WI) would need to provide to lead to the best results in terms of increasing access to oral healthcare for rural and underserved areas.
4. Conduct a cost effectiveness analysis of expanding oral health education by opening a new dental school, developing new curriculum, and/or developing a new training program for mid-level providers.

### **1.2.3 Needs of the Study**

1. By March 15, 2010 complete a feasibility study of oral health education expansion to include:
  - The need for expansion of education for dentists, dental hygienists and midlevel providers to increase dental workforce in order to improve access to care in rural and underserved populations.
  - This includes:
    - A. Assessment of the health needs of rural and underserved populations and current barriers to obtaining dental care.
    - B. Examination of access by geography, dental health provider shortage areas (HPSA), and payer type to determine where in Wisconsin there is a need to expand access to rural and underserved populations.
    - C. Evaluation of successful delivery models in rural areas designed to meet medical needs to determine if models would be effective for dental delivery.
    - D. Assessment of the health needs of the underserved population and the need for an integrated medical/dental delivery model.
    - E. Analysis of successful dental schools and models for delivering dental care in rural and underserved populations.
    - F. Evaluation of the capacity of existing Wisconsin post secondary educational systems. An analysis of the current labor market demand and employment trends for new oral health professionals including new faculty recruitment.
    - G. Analysis of what educational approaches other states or countries have done to improve access to oral healthcare for rural and underserved areas, and what

methods (increased education and recruitment strategies for students, policy change, etc.) were implemented.

- H. Identification of the professional needs to provide adequate access to rural and underserved populations.
2. By March 15, 2010, identify options for the State's role in expanding access to oral health care through education workforce proposals, policy adjustments or further study.
    - This includes:
      - A. A synopsis of the state's current role in providing access to oral health education through funding and policy.
      - B. Identification of policies to support the expansion of oral health education and access to improve oral healthcare for rural and underserved areas.
      - C. Recommendations of issues and topics to consider that will require further study.
      - D. Recommendation of the State's role in expanding access to oral health education through funding and policy adjustments.
  3. By March 15, 2010 recommend whether a new dental school would increase access to oral health for rural and underserved areas and what type of education it would need to provide to lead to the best results in terms of increasing access.
    - This includes:
      - A. Identifying the unmet oral health needs of rural and underserved communities.
      - B. Identifying existing and projected workforce capacity to meet rural and underserved oral health needs, and make the business case, if necessary, for additional educational infrastructure to meet these needs.
      - C. Identifying the types of dental education and delivery models that would need to be included in the curriculum to accomplish the goal of meeting access needs in rural and underserved areas.
      - D. Recommending whether or not a new dental school in Marshfield, Wisconsin could increase access to oral healthcare among rural and underserved communities throughout Wisconsin and for future generations.
  4. By March 15, 2010, conduct a cost effectiveness analysis of expanding oral health education by opening a new dental school, developing new curriculum, and/or developing a new training program for mid-level providers.
    - This section will:
      - A. Identify potential financial costs of proposals.
      - B. Analyze the cost effectiveness of expanding the current educational infrastructure or developing new curriculum for dentists, dental hygienists, and a new training program for mid-level providers to meet the goal of expanding dental access to rural and underserved areas.
      - C. Recommend the most sustainable educational approach that includes consideration of the entire State of Wisconsin and long term benefits.
      - D. Analyze the financial impact of the educational options on current educational programs.
      - E. Recommend the most beneficial combination of educational approaches that would increase access to oral healthcare throughout the entire State of Wisconsin including future generations.

## **Major Outcomes:**

1. Recommend the most beneficial combination of educational approaches that would increase access to dental health throughout the entire State of Wisconsin including future generations.
  - Recommendation should include:
    - A. Identify effective delivery models for increasing access to dental healthcare in rural and underserved areas in Wisconsin.
    - B. Issues and topics to consider that will require further study.
    - C. The State's role in expanding access to oral health education through funding and policy adjustments.
    - D. Whether or not a new dental school in Marshfield, Wisconsin could promote a lasting increase to access to oral health among rural and underserved communities throughout Wisconsin.
    - E. The most beneficial combination of educational approaches options that would provide both short term and sustainable benefits to the entire State of Wisconsin.
2. A complete feasibility study that addresses the identified "Needs of the Study" (1.2.3) and any additional research needs of the project to fulfill the requirements of 2009 Wisconsin Act 28.

### **1.3 Procuring and contracting agency**

This Request for Proposal (RFP) is issued by the Wisconsin Department of Health Services and is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Marisa Stanley.

The contract resulting from this RFP will be administered by the Wisconsin Department of Health Services. The contract administrator will be Tom Sieger, Deputy Administrator.

### **1.4 Definitions**

The following definitions are used through the RFP.

Agency means the Wisconsin Department of Health Services

Proposer/vendor means a firm submitting a proposal in response to this RFP.

State means State of Wisconsin.

Contractor means proposer awarded the contract.

### **1.5 Clarification and/or revisions to the specifications and requirements**

Any questions concerning this RFP must be submitted in writing on or before November 15, 2009 to:

Marisa Stanley, MPH  
UW Population Health Fellow  
Division of Public Health  
1 W. Wilson St., Room 318  
Phone: (608)266-0463  
Email: Marisa.stanley@wisconsin.gov

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients at the public notice website [www.publicnotices.wi.gov](http://www.publicnotices.wi.gov) and the Department's website <http://dhs.wisconsin.gov/rfp/>

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

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

### **1.6 Reasonable accommodations**

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference, contact Marisa Stanley at (608) 266-0463 or [Marisa.stanley@wisconsin.gov](mailto:Marisa.stanley@wisconsin.gov)

### **1.7 Calendar of events**

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

<u>DATE</u>	<u>EVENT</u>
10/26//2009	Date of issue of the RFP.
11/09/2009	Questions Due by 11:00am CST
11/16/2009	Answers posted
12/1/2009	Proposals due from vendors.
12/7/2009-12/8/2009	Oral Presentations by invited vendors.
12/21/2009	Notification of intent to award sent to vendors. (Tentative)
1/1/2010	Contract start date.

### **1.8 Contract term and funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run from January 1, 2010 until April 1, 2010 with the option to renew on a month to month basis up to 2 years.

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General instructions**

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

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

### **2.2 Incurring costs**

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

### **2.3 Submitting the proposal**

Proposers must submit 1 original and 5 copies of both the technical requirements and the cost proposal. Also submit an electronic copy of the technical requirements on a CD. These materials are required for acceptance of your proposal on or before December 1, 2009 5:00pm CST to:

Marisa Stanley, MPH  
Wisconsin Population Health Fellow  
Department of Health Services  
PO 2659  
Madison, WI 53701

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

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

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

An original plus three (5) copies of the **Cost Proposal** must be sealed and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words “Cost Proposal, RFP (Name of RFP)” and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above.

**2.4 Proposal organization and format**

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in according to the following checklist:

PROPOSAL		Page Number
	Cover Page	1
✓	Table of Contents	2
	Narrative in the following order, using these headings:	3
	❖ Project Summary	
	❖ Organizational Capability	
	❖ Capacity and Experience of Partners and Key Staff	
	❖ Methodology/Approach	
	Work Plan/Timeline (Appendix A)	
	Cost Estimate	
	Required Materials	
	❖ Designation of Proprietary Information	
	❖ Vendor Information	
<b>APPENDIX</b>		
	Key staff bio-sketches/Resumes	
	Letters of endorsement or support (optional)	
	Relevant and appropriate materials, forms, etc. (optional)	

**2.5 Multiple proposals**

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

**2.6 Oral presentations**

Top scoring vendors based on an evaluation of the written proposal will be required to participate in an oral presentation to support and clarify their proposals, if requested by the State. The State will hold **oral presentations December 7<sup>th</sup> and 8<sup>th</sup>, 2009**. Failure of a proposer to give an oral presentation on the date scheduled may result in rejection of the vendor's proposal.

**2.7 Withdrawal of proposals**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of 2 days after the due date and time if received by the RFP project manager. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

**3.0 PROPOSAL SELECTION AND AWARD PROCESS**

**3.1 Proposal scoring**

Accepted proposals will be reviewed by an evaluation committee and scored against the criteria defined in Section 3.3. A proposer may not contact any member of an evaluation committee except at the State’s direction. The committee will consider the oral presentation in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation

committee's scoring will be tabulated and proposals ranked based on the numerical scores received. The oral presentation will be taken into consideration when scoring on the evaluation criteria requirements.

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

### **3.2 Evaluation criteria requirements (Based on written proposal & oral presentation)**

1. Proposer's familiarity with oral health education, access, and policy in Wisconsin
2. Organizational Capability
  - 2.1 Experience and appropriateness of contractor's staff assigned to the project as documented in resumes
  - 2.2 Availability of specialized staff for use on contract
  - 2.3 Reasonableness of work plan and timetables in meeting specifications with proposer staff resources (Appendix A)
3. Methodology/approach to feasibility study
  - 3.1 Methodology/approach to the comprehensive feasibility study to determine if expanding dental education in the State of Wisconsin is the best way to increase access to dental care for underserved populations. (Study Need 1)
  - 3.2 Methodology/approach for identifying options for the State's role in expanding access to oral health care through education workforce proposals, policy adjustments or further study. (Study Need 2)
  - 3.3 Methodology/approach for recommending whether a new dental school would increase access to oral health for rural and underserved areas and what type of education it would need to provide to lead to the best results in terms of increasing access. (Study Need 3)
  - 3.4 Methodology/approach to conduct a cost effectiveness analysis of expanding oral health education by opening a new dental school, developing new curriculum, or developing a new training program for mid-level providers. (Study Need 4)
  - 3.5 Work plan/Timeline in Appendix B
  - 3.6 Clarity and organization in concept development
4. Cost Estimate
  - 4.1 Actual cost
  - 4.2 Costs commensurate with plan

TOTAL = 100 Points

### 3.3 Right to reject proposals and negotiate contract terms

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

### 3.4 Award and final offers

The State will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the State will request a final and best offer.

### 3.5 Notification of intent to award

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

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at the Department of Health Services. Vendors should schedule reviews with Marisa Stanley at (608)266-0463.

## 4.0 TECHNICAL PROPOSAL REQUIREMENTS

### 4.1 Mandatory requirements

The items in the selection criteria in Section 3.2 are mandatory and must be included in the proposal.

### 4.2 Organization capabilities/capacity

Describe your current activities, and how you will achieve this project in the given timeframe. Describe staffing patterns including any subcontracts. Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

### 4.3 Staff qualifications

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

## 5.0 COST PROPOSAL

### 5.1 Cost proposal scoring

The proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost.

$$\text{Cost Points Awarded} = \frac{\text{Lowest Responsive Proposal Cost}}{\text{Vendor Proposal Cost}} * \text{Max \# of Potential Cost Points}$$

### 5.2 General instructions on preparing cost proposals

The cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation is listed above where the most points will be awarded to the proposal with the lowest cost. There will also be points for costs being commensurate with the work plan. The State will select one method and use it consistently throughout its analysis.

### **5.3 Format for submitting cost proposals**

Vendors are required to complete the budget worksheets provided in Appendix B. Only include budget justification worksheets for those that are relevant.

### **5.4 Fixed price period**

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

## **6.0 SPECIAL CONTRACT TERMS AND CONDITIONS**

### **6.1 Payment requirements**

Payments will be made based on the Department's receipt of the following deliverables for the percentages indicated. The deliverables can be done in any order and have no time limitations except that all must be completed by March 15, 2009.

Deliverables:

1. Acceptable work plan (25%)
2. Acceptable draft of final product (25%)
3. Acceptable final product (50%)

### **6.2 Prime contractor and minority business subcontractors**

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

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. The listing is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbe/index.asp>.

### **6.3 Executed contract to constitute entire agreement**

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

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

Official Purchase Orders  
Vendor's Proposal  
State Request for Proposal  
Standard Terms and Conditions

#### **6.4 Termination of contract**

The agency may terminate the contract at any time at its sole discretion by delivering 5 business days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 5 business hours/days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 5 business days prior to said termination.

#### **7.0 STANDARD TERMS AND CONDITIONS**

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

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

## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter-head, 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 industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

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

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance

regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

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

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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

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

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemi-

cal, 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, and P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

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



## Supplemental Standard Terms and Conditions For Procurements for Services

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

## **8.0 REQUIRED FORMS**

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

Designation of Confidential and Proprietary Information (DOA-3027)  
Vendor Information (DOA-3477)

## DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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

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

We request that the following pages not be released

Section	Page #	Topic

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

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

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

Date \_\_\_\_\_

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

**VENDOR INFORMATION**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

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