

BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

Department of Health and Family Services
 Division of Enterprise Services
 Bureau of Intergovernmental Relations and
 Contract Management
 Attention: Sue McKercher
 1 West Wilson Street, 7th Floor, Room 750
 Madison, WI 53703

If using PO Box: P.O. Box 7850, 53707-7850

REQUEST FOR BID

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **RFB 1593-DQA-SM**. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

11:00AM CT Thursday, August 30, 2007

Name (Contact for further information)

SUE MCKERCHER mckersl@dhfs.state.wi.us

Phone

608-267-7637

Date

July 31, 2007

Fax bids are accepted

Fax bids are not accepted

Description

**CONFERENCE, MEETING ROOMS AND BANQUET FACILITIES
 RFB 1593 DQA SM**

Department of Health and Family Services, Division of Quality Assurance, FOCUS 2008
 Conference and Pre-Conference

The Division of Quality Assurance, FOCUS 2008 Conference and Pre-Conference: The pre-conference is being held on Tuesday, August 5, 2008 with the FOCUS 2008 Conference on Wednesday, August 6, 2008. The pre-conference on Tuesday, August 5, 2008 will have approximately 450 people in attendance. The conference facility desired will have one room for 450 people and 5 breakout rooms that will accommodate a minimum of 100 people each for the pre-conference on Tuesday, August 5, 2008. The FOCUS 2008 Conference on Wednesday August 6, 2008 will have approximately 900 people in attendance. The conference facility desired will have one room for 900 people and a minimum of 8 breakout rooms that will each accommodate 100-150 people each.

For lodging on the night of August 4, 2008 a block of 40-80 hotel rooms will be needed. For lodging on the night of August 5, 2008 a block of 425-500 hotel rooms will be needed. It is not required that the conference facility be able to accommodate all 500 rooms, if a nearby lodging facility or facilities are secured to take surplus people.

Bids must be submitted no later than 11:00 AM, August 30, 2007. LATE BIDS WILL BE REJECTED

Send **written** questions to Sue McKercher by email at mckersl@dhfs.state.wi.us, by August 10, 2007. All written questions will be answered and posted in one document by August 20, 2007 (Estimated Date) on VendorNet.

Payment Terms	Delivery Time
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We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.
 Yes No Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()

Signature of Above	Date	e-mail.
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This form can be made available in accessible formats upon request to qualified individuals with disabilities.

STATE OF WISCONSIN
REQUEST FOR BID (RFB) #1593-DQA-SM

FOR:

Department of Health and Family Services, Division of Quality Assurance
FOCUS 2008 Conference and Pre-Conference

TABLE OF CONTENTS

1.0	INTRODUCTION AND PURPOSE.....	4
	1.1 Purpose of the Request for Bids	4
	1.2 Reasonable Accommodations.....	4
	1.3 Scope.....	4
	1.4 Procuring Agency	4
	1.5 Contract Length	4
	1.6 VENDORNET Registration.....	4
2.0	BID PROCEDURES AND INSTRUCTIONS	4
	2.1 Method of Bid	4
	2.2 Calendar of Events	5
	2.3 Format of Bid	5
	2.4 Multiple Bids	6
	2.5 Incurring Costs	6
	2.6 Questions	6
	2.7 News Releases.....	6
3.0	BID ACCEPTANCE, REVIEW AND AWARD.....	6
	3.1 Bid Opening.....	6
	3.2 Bid Acceptance.....	7
	3.3 Bid Evaluation.....	7
	3.4 Notification of Award.....	7
	3.5 Method of Award	7
4.0	ACCOMMODATIONS/CONFERENCE FACILITY REQUIREMENTS.....	7

	ACCOMMODATIONS/CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET.....	8 – 12
	4.1 Location of Conference and Pre-conference	8
	4.2 General Session Room, Banquet Room, Breakout Rooms and Exhibit Space Specifications	8
	4.3 Equipment Specifications	9
	4.4 Audio-Visual Technical Assistance Specifications	10
	4.5 Food and Beverage Specifications.....	10
	4.6 Lodging Specifications.....	11
	4.7 General Specifications.....	11
5.0	COST BID INFORMATION	13
	5.1 Pricing.....	13
	COST BID RESPONSE SHEET.....	14 - 18
6.0	REQUIRED FORMS.....	19
	- VENDOR INFORMATION SHEET (DOA-3477)	20
	- VENDOR REFERENCE SHEET (DOA-3478)	21
	- VENDOR AGREEMENT (DOA-3333).....	22
7.0	TERMS AND CONDITIONS.....	23
	- Special Terms and Conditions	23
	- Standard Terms and Conditions	25
	- Supplemental Standard Terms and Conditions	28

1.0 INTRODUCTION AND PURPOSE:

- 1.1 Purpose of the Request for Bids:** The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for the Department of Health and Family Services, Division of Quality Assurance (DQA) FOCUS 2008 Conference and Pre-Conference.

The State, as represented by its Department of Health and Family Services intends to use the results of this process to award a contract for the DQA FOCUS 2008 Pre-Conference and Conference to be held on Tuesday, August 5, 2008 through Wednesday August 6, 2008. Upon mutual consent, this contract may be extended to secure conference space for DQA's FOCUS 2009 and FOCUS 2010 Pre-Conference and Conference.

- 1.2 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 bid opening/vendor conference, contact Sue McKercher at 608-267-7637 (voice) or 608-264-9874 (FAX).
- 1.3 Scope:** The Department of Health and Family Services, Division of Quality Assurance intends to utilize this bid for the provision of meal functions and the rental of conference space, meeting rooms, and lodging accommodations for the **DQA, FOCUS 2008 Pre-Conference and Conference.**
- 1.4 Procuring Agency:** The Department of Health and Family Services, Division of the Quality Assurance, will administer this contract.
- 1.5 Contract Length:** The initial contract will be for a one year period after the date of the contract award. This contract will be automatically renewed by mutual consent for two additional one-year terms. The State of Wisconsin reserves the right to extend beyond the Contract Term if deemed to be in the best interest of the State.
- 1.6 VENDORNET Registration:** Only vendors registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2.0 BID PROCEDURES AND INSTRUCTIONS:

- 2.1 Method of Bid:**
All response information should be typewritten or, if that is not possible, printed clearly. Vendors must submit **an original, marked as such, and three copies** of all materials required for acceptance of their bid by the deadline shown on the Request for Bid form to:

USPS ADDRESS
Sue McKercher

COMMON CARRIER ADDRESS
Sue McKercher

WI Department of Health and Family Services
Division of Enterprise Services
PO Box 7850
Madison, WI 53707-7850

WI Department of Health and Family Services
Division of Enterprise Services
1 W. Wilson Street 7th Floor, Room 750
Madison, WI 53703

Bids must be received by Sue McKercher at the above office. All bids must be time-stamped in by the Division of Quality Assurance at the address and room noted above prior to the stated opening time. Bids not so stamped will be considered late. Receipt of a bid by the State mail system does not constitute receipt of a bid by the Division of Quality Assurance, for purposes of this request for bids.

All bids must be packaged, sealed, and show the following information on the outside of the package: Do not place any information below the address area of a USPS mailed envelope.

Vendor's Name and Address

Request for Bids Title: Conference, Meeting Rooms and Banquet Facilities

Request for Bids Number: RFB 1593-DQA-SM

Bid Due Date: August 30, 2007

- 2.2 Calendar of Events:** Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

DATE	EVENT
July 31, 2007	Date of issue of the RFB.
August 10, 2007	Questions due from Vendors.
August 20, 2007*	Answers to questions posted on VendorNet.
August 30, 2007	Bids due from vendors.
September 14, 2007*	Notification of intent to award.
September 28, 2007*	Contract award date

*Estimated Date

- 2.3 Format of Bid:** Vendors responding to this RFB must comply with the following format requirements:

a) **SIGNED REQUEST FOR BID SHEET:** Include here the signed Request for Bid sheet (DOA-3070). Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

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 will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) **STATE OF WISCONSIN TERMS AND CONDITIONS:** These standard and supplemental terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any vendor contracts. 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.

(c) **ACCOMMODATIONS/CONFERENCE FACILITY INFORMATION:** Provide accommodations/conference facility information on the Accommodations/Conference Facility Requirements Response Sheet included in this RFB as Section 4. All requirements in this section are mandatory.

(d) **COST INFORMATION:** Provide cost information on the Cost Bid Response Sheet included in this RFB as Section 5. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

(e) **ADDITIONAL INFORMATION:** Include here the completed Vendor information form (DOA-3477), Vendor Reference form (DOA-3478), Vendor Agreement form (DOA-3333) and any other explanatory documentation that would clarify and/or substantiate the bid. Include all additional information that will 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.

2.4 Multiple Bids: Multiple bids from a vendor will be permitted, however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

2.5 Incurring Costs: The State of Wisconsin is not liable for any cost incurred by a vendor in the process of responding to this RFB.

2.6 Questions: Any questions concerning this RFB must be submitted **in writing** on or before August 10, 2007 via e-mail to Sue McKercher at: mckersl@dhfs.state.wi.us

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

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

From the date of release of this RFB, until a Letter of Intent is issued, all contacts with Department of Health and Family Services regarding this RFB shall be made through Sue McKercher in the Bureau of Intergovernmental Relations and Contract Management in the Division of Enterprise Services unless otherwise noted in the RFB. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.

2.7 News Releases: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the State.

3.0 BID ACCEPTANCE, REVIEW AND AWARD:

3.1 Bid Opening: Bids will be opened at 11:00 AM CT on August 30, 2007 at 1 W. WILSON ST., 9th floor, room 950, Madison, WI. Names of the bidders may be read aloud. No other information will be discussed at that time. No activity on the part of the bidders at the bid opening, other than

attendance and note taking, is permitted. Any attempt to qualify or change any bid by any bidder in attendance may result in the rejection of the bidder's bid.

3.2 Bid Acceptance: Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the State. The State may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The State retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFB.

3.3 Bid Evaluation: Bids will be evaluated by the Department's designated procurement lead and program manager to verify that they meet all specified requirements in this RFB. This evaluation may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), site visits to the conference facility to verify the room capacity, type of equipment, and personnel available for servicing this contract, and reviewing results of past awards to the vendor by the State of Wisconsin prior to making a determination in awarding this contract.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. s. 16.75(3m).

3.4 Notification of Award: Any vendors who respond to this RFB, with a bid, will be notified in writing of the State's intent to award a contract(s) as a result of this RFB.

After notification of the intent to award is made, and under the supervision of agency staff, copies of bids will be available for public inspection, by appointment, from 8:30 a.m. to 4:30 p.m. at 1 W. Wilson St., 9th floor, room 950, Madison WI. Vendors may schedule reviews with Sue McKercher (608-267-7637) to ensure that space and staff are available for the review.

3.5 Method of Award: An award will be made to lowest responsible bidder. "Lowest responsible bidder" means the person or firm submitting the competitive bid with the lowest price that meets the specifications contained in the RFB. In establishing the lowest responsible bidder, all of the following factors may be considered of the bidders:

- a. The financial ability to provide the services required to fulfill the contract requirements;
- b. The skill, judgment, experience and resources to fulfill contract requirements;
- c. The necessary facilities, staff, personnel and equipment to fulfill contract requirements;
- d. The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
- e. The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required; and
- f. Any other factors determined to be relevant in assessing the bidder's ability to supply as required.

DQA reserves the right to reject any and all bids. The State reserves the right to visit the bidder's place of business to verify the capacity and type of equipment and personnel available for servicing this contract prior to making a determination in awarding of this contract.

4.0 ACCOMMODATIONS/CONFERENCE FACILITY REQUIREMENTS:

VENDOR MUST FULLY COMPLETE AND RETURN THE FOLLOWING ACCOMMODATIONS / CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET

Bidders must respond to each of the following Accommodations/Conference Facility Requirements on the following pages. If a response of "No" is given for any item, an explanation must be provided. All requirements in this section are mandatory.

ACCOMMODATIONS / CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET

Department of Health and Family Services, Division of Quality Assurance CONFERENCE, MEETING ROOMS AND BANQUET FACILITIES RFB 1593 DQA SM

4.1 Location of Conference and Pre-conference

YES NO

4.1.1 The bidder's facility is located within the state of Wisconsin. People attending this conference will be coming from all over the state.

4.2 General Session room, Banquet (lunch) room, Breakout rooms and Exhibit space Specifications.

The schedule for Day 1 meeting space is as follows:

Tuesday, Aug. 5, 2008	Minimum room capacity	Seating arrangement
7:30 am to 1:15 pm *	450	Rounds of 6-8 people per table
7:30 am to 4:30 pm **	100	Classroom
7:30 am to 4:30 pm **	100	Classroom
7:30 am to 4:30 pm **	100	Classroom
7:30 am to 4:30 pm **	100	Classroom
7:30 am to 4:30 pm **	100	Classroom

The schedule for Day 2 meeting space is as follows:

Wednesday, Aug. 6, 2008	Minimum room capacity	Seating arrangement
6:30 am to 1:15 pm *	900	Rounds of 6-8 people per table
6:30 am to 4:30 pm **	100	Classroom
6:30 am to 4:30 pm **	100	Classroom
6:30 am to 4:30 pm **	100	Classroom
6:30 am to 4:30 pm **	100	Classroom
6:30 am to 4:30 pm **	100	Classroom
6:30 am to 4:30 pm **	150	Classroom
6:30 am to 4:30 pm **	150	Classroom
6:30 am to 4:30 pm **	150	Classroom

** Breakout rooms will be cleaned in-between uses as time allows, including refuse and tableware removal, table wipe downs, and carpet touchups as needed.

YES NO

4.2.1 The bidder will provide a general session/banquet room for Tuesday and Wednesday morning sessions and lunches. This room will accommodate a minimum of 450 people at rounds of 6-8 people per table on Tuesday, August 5, 2008 and a minimum of 900 people at rounds of 6-8 people on Wednesday, August 6, 2008. The general session/banquet room will remain in the same location for each day.

YES NO

4.2.2 The bidder will provide five (5) breakout rooms for the Tuesday, August 5, 2008 pre-conference. The rooms will be within close proximity to one another. Each of the 5 rooms will accommodate a minimum of 100 people each in classroom style seating.

YES NO

4.2.3 The bidder will provide eight (8) breakout rooms for the Wednesday, August 6, 2008 conference. The rooms will be within close proximity to one another. Five of the 8 rooms will accommodate a minimum of 100 people each in classroom style seating. The remaining 3 of the 8 rooms will accommodate a minimum of 150 people each in classroom style seating.

ACCOMMODATIONS / CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET

The schedule for the pre-conference exhibit space on Tuesday, August 5, 2008 is as follows:

	Tuesday, August 5, 2008
Minimum of 12 exhibit spaces	7:30 am to 4:30 pm

YES NO

4.2.4 The bidder will provide exhibit space to accommodate a minimum of 12 spaces on Tuesday, August 5, 2008. Each space will include one 8-foot, skirted table, 2 chairs, electrical outlets and internet access. All exhibit spaces will be within close proximity to each other.

The schedule for the main conference exhibit space on Wednesday, August 6, 2008 is as follows:

	Tuesday, August 5, 2008	Wednesday, August 6, 2008
Minimum of 24 exhibit spaces	4:30 pm to 6:00 pm	6:00 am to 3:30 pm

YES NO

4.2.5 The bidder will provide exhibit space to accommodate a minimum of 24 spaces on Wednesday, August 6, 2008. Each space will include one (1) 8-foot, skirted table, 2 chairs and electrical outlets. Eighteen (18) of the 24 spaces will include internet access. All exhibit spaces will be within close proximity to each other.

The schedule for the registration space on Monday, August 4, 2008 through Wednesday, August 6, 2008 is as follows:

	Monday, Aug 4, 2008	Tuesday, Aug 5, 2008	Wednesday, Aug 6, 2008
Registration area *	2:00 pm to 5:00 pm	7:30 am to 7:00 pm	6:00 am to 4:30 pm

* The registration space will be cleaned in-between uses as time allows, including refuse and tableware removal, table wipe downs, and carpet touchups as needed.

YES NO

4.2.6 The bidder will provide a registration area with five (5), 8-foot skirted tables with five (5) chairs from 2:00 PM, Monday, August 4, 2008 through 4:30 PM, Wednesday, August 6, 2008. The registration area will be located in a common area and will remain in the same location for each day. At least one (1) of the 5 spaces will include an electrical outlet and internet access.

YES NO

4.2.7 The bidder will provide one (1) secure room for technology equipment, conference materials and conference coordination. This room will be available and accessible continuously from 2:00 PM, Monday, August 4, 2008 through 4:30 PM, Wednesday, August 8, 2008. The room will accommodate a minimum of 12 people, a conference table and chairs, and storage of 8-10 computers, 8-10 LCD projectors, and 15-20 3'x3' boxes of materials. Keys to this room will be made available to 2 or 3 conference committee members. This room will remain in the same location for each day and will be locked each night.

4.3 Equipment Specifications

YES NO

4.3.1 The General Session and Banquet room for the Tuesday pre-conference and Wednesday conference will include the following equipment:

- A riser sizeable enough to accommodate a podium, table, the keynote presenter
- A podium with wired microphone
- A 6-foot table on riser
- Two 9 x 12 screens (minimum size) with two a/v carts
- One lapel and two wireless microphones
- One LCD projector
- Sound Mixer Audio Equipment

ACCOMMODATIONS / CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET

- YES NO
 4.3.2 The bidder will provide the following equipment in each of the five (5) breakout rooms for Tuesday and each of the eight (8) breakout rooms for Wednesday:
- A 6-foot table at the front of the room
 - One lapel microphone and one wireless microphone
 - One 6 x 6 (minimum size) screen with a/v cart
 - One flip chart

- YES NO
 4.3.3 The bidder will allow the Department of Health and Family Services, Division of Quality Assurance to bring laptop computers and LCD projectors for use in all breakout rooms and the general session/banquet room from Monday, August 4, 2008 through Wednesday, August 6, 2008 at no additional cost.

4.4 Audio-Visual Technical Assistance Specifications

- YES NO
 4.4.1 The bidder will provide audio-visual technical assistance, set-up and monitoring of audio-visual equipment (including sound mixer operation) from Monday, August 4, 2008 (during initial set-up) through Wednesday, August 6, 2008.

4.5 Food and Beverage Specifications

The itinerary for meals and breaks are as follows:

	Tuesday, August 5, 2008	Wednesday, August 6, 2008
Light Continental Breakfast	None	7:00 – 8:00 a.m.
AM Break (coffee refresh only)	None	10:15 am to 10:45 am
Lunch	12:00 pm to 1:00 pm	12:00 pm to 1:00 pm
PM Break	2:30: pm to 2:45 pm	2:15 pm to 2:45 pm
Water Stations at Breakout Rooms	12:30 am to 4:00 pm	10:15 am to 4:00 pm
Water pitcher and glasses at General Session/Banquet room	9:00 am to 1:00 pm	7:00 am to 10:15 am and 11:30 to 1:00 pm

- YES NO
 4.5.1 The Wednesday light continental breakfast function will be placed within close proximity to the General Session and Banquet room.

- YES NO
 4.5.2 The Tuesday and Wednesday break items will be placed outside of the general session room in a common area within close proximity to all of the breakout rooms.

- YES NO
 4.5.3 Each afternoon break will include a choice of snack items (2-3) including at least one healthy choice and a choice of beverage to include; soda, diet-soda, caffeine free soda, coffee, decaf coffee, hot and cold tea and bottled water. The total cost per break per person may not exceed Wisconsin's current allowable rate (inclusive of gratuity).

- YES NO
 4.5.4 The light continental breakfast on Wednesday will include a variety of sweet rolls or muffins, a selection of cut-up fruit and a choice of beverages to include coffee, decaf coffee, hot and cold tea, milk, fruit juice and bottled water. The total cost per break per person may not exceed Wisconsin's current allowable rate (inclusive of gratuity).

- YES NO
 4.5.5 Lunch for Tuesday and Wednesday will include menu and pricing options for all of the following selections; a hot plated or hot meal buffet and a cold plated or cold meal buffet. Vegetarian and low-carbohydrate options must also be available for both days as well as a choice of beverage to include; soda, diet-soda, caffeine free soda, milk, and bottled water. The total cost per lunch per person may not exceed Wisconsin's current allowable rate (inclusive of gratuity).

ACCOMMODATIONS / CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET

YES NO
 4.5.6 Water stations will be available in each of the breakout session rooms at the Tuesday, August 5, 2008 pre-conference and at the Wednesday, August 6, 2008 conference. Water stations will be refreshed in-between breakout sessions.

YES NO
 4.5.7 Water pitchers and glasses will be on each of the table rounds at the General Session and Banquet room for the Tuesday, August 5, 2008 pre-conference and the August 6, 2008 conference. Water pitchers and glasses will be refreshed between General Session, and Banquet (lunch).

4.6 Lodging Specifications

YES NO
 4.6.1 The vendor will supply a room block of 40-80 standard rooms for Monday, August 4, 2008 and 425 – 500 standard rooms on Tuesday night, August 5, 2008 to include a mixture of both single and multiple occupancies. It is not required that the conference facility be able to accommodate all 800 people and have 425 – 500 rooms on Tuesday night August 5, 2008, if they can secure a nearby lodging facility or facilities within 5 miles of the conference facility that are available to take the surplus of people.

YES NO N/A
 4.6.2 The vendor will demonstrate additional lodging facilities, as described in 5.6.1, have been secured. At a minimum, the vendor will produce a confirmation letter(s) from each of the additional facilities indicating a tentative agreement to supply a specific number of additional rooms. The confirmation letter(s) will be due to the Division of Quality Assurance after the notification to intent to award date (September 14, 2007) and prior to the contract award date (September 28, 2007).

IMPORTANT NOTE: Conference attendees will be directly responsible to the vendor for room reservations and payment. The vendor will separately bill each conference attendee for room, tax, food, beverage, and incidental charges upon departure. The Department of Health and Family Services, Division of Quality Assurance will not be responsible for these charges.

YES NO
 4.6.3 The vendor will hold the above rooms and dates until a mutually agreed upon Reservation Cut-Off Date. The Reservation Cut-Off Date will be no more than 3 weeks prior to the date of the pre-conference event.

4.7 General Specifications

YES NO
 4.7.1 The vendor will provide excellent acoustics in all function space (conference, banquet, and breakouts). If the general session room or breakout rooms are located near kitchen facilities, protection for noise control will be provided. The Department of Health and Family Services, Division of Quality Assurance reserves the right to determine if the vendor is able to provide adequate sound to meet the needs of the conference attendees during a site visit of the facilities as indicated in Section 3.3 above.

YES NO
accessible, 4.7.2 The vendor will assure that the facility, and any sub-contracted facilities will be without assistance, to persons with disabilities and in compliance with ADA standards.

YES NO
 4.7.3 The vendor will assure that the General Session, Banquet, and Breakout rooms, Break and Registration areas will be cleaned, set, and re-set in between uses.

YES NO
 4.7.4 The vendor acknowledges that the Department of Health and Family Services, Division of Quality Assurance reserves the right to determine the appropriate menu selection for the dietary needs of its conference attendees.

ACCOMMODATIONS / CONFERENCE FACILITY REQUIREMENTS RESPONSE SHEET

YES NO

4.7.5 The vendor acknowledges that the Department of Health and Family Services, Division of Quality Assurance, reserves the right to schedule and make an on-site visit to any and all facilities involved in this Request for Bid to determine that the vendor(s) facilities, equipment, and menu proposals adequately and appropriately meet the requirements of the conference attendees.

YES NO

The person signing below as Bidder is the authorized Agency Representative.

Bidder's Signature

Date

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

5.0 COST BID INFORMATION

5.1 Pricing

VENDOR MUST FULLY COMPLETE AND RETURN THE FOLLOWING COST BID RESPONSE SHEET

COST BID RESPONSE SHEET

Department of Health and Family Services, Division of Quality Assurance CONFERENCE, MEETING ROOMS AND BANQUET FACILITIES RFB 1593 DQA SM

All costs quoted by the bidder must satisfy the accommodations / conference facility specifications. Failure to meet the specifications may be reason to eliminate the bidder from consideration. Do NOT include tax in the bid quote. The number of participants provided in this Request for Bid is estimated, based on past years attendance. Actual meal count will be based on the actual number of registered attendees and will be confirmed prior to the event.

Subcontracting will be allowed in this contract. The Department of Health and Family Services, Division of Quality Assurance will make the final determination of acceptance of the subcontract. 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 bidder must clearly explain their participation.

YES NO
 5.1.1 Meal and Break costs will remain within the current state maximum rates. The rates in effect at the time of release of this RFB are \$5.00 for breaks, \$8.00 for breakfasts, and \$9.00 for lunches (per person and inclusive of gratuities).

YES NO
 5.1.2 Lodging costs will remain within the current state maximum rate per night for a standard, single room. The rate in effect at the time of release of this RFB is \$62.00.

MEETING ROOMS

Day 1 Function Space:

General Session/Banquet	450 capacity of rounds	\$
Breakout #1	100 capacity classroom	\$
Breakout #2	100 capacity classroom	\$
Breakout #3	100 capacity classroom	\$
Breakout #4	100 capacity classroom	\$
Breakout #5	100 capacity classroom	\$

Day 1 Exhibit Space:

Twelve (12) Exhibit spaces. One 8-foot table and 2 chairs per exhibit space.	\$
Table skirting for 12 tables	\$
Electrical service for 12 exhibit spaces	\$
Internet access for 12 exhibit spaces	\$

COST BID RESPONSE SHEET

Day 2 Function Space:

General Session/Banquet	900 capacity of rounds	\$
Breakout #1	100 capacity classroom	\$
Breakout #2	100 capacity classroom	\$
Breakout #3	100 capacity classroom	\$
Breakout #4	100 capacity classroom	\$
Breakout #5	100 capacity classroom	\$
Breakout #6	150 capacity classroom	\$
Breakout #7	150 capacity classroom	\$
Breakout #8	150 capacity classroom	\$

Day 2 Exhibit Space

Twenty-four (24) exhibit spaces. One 8-foot table and 2 chairs per exhibit space.	\$
Table skirting for 24 tables	\$
Electrical service for 18 exhibit spaces	\$
Internet access for 18 exhibit spaces	\$

Day 1 & 2 Registration Area

Five (5) 8-foot tables and 5 chairs	\$

Day 1 & 2 Secured Meeting Room for Planning and Equipment Storage

One (1) conference table, 12 chairs, and room to store boxes and electronic equipment	\$

5.1.3 TOTAL MEETING ROOMS

	\$

COST BID RESPONSE SHEET

EQUIPMENT

Day 1 Equipment	<u>Quantity</u>	<u>Description</u>	
	1	Riser	\$
	5	Flip chart	\$
	2	9 X 12 screen	\$
	5	6 X 6 screen	\$
	7	A/V cart	\$
	1	Podium with wired microphone	\$
	6	Lapel microphone	\$
	7	Wireless microphone	\$
	1	Audio/Sound Mixer	\$
Day 2 Equipment			
	1	Riser	\$
	8	Flip Chart	\$
	3	9 X 12 screen	\$
	8	6 X 6 screen	\$
	11	A/V cart	\$
	1	Podium with wired microphone	\$
	9	Lapel microphone	\$
	10	Wireless microphone	\$
	1	LCD projector	\$
	1	Audio/'Sound Mixer	\$
	N/A	Wireless internet access for multiple users	\$
5.1.4 TOTAL EQUIPMENT			\$

COST BID RESPONSE SHEET

TECHNICAL SUPPORT

Audio-visual technical assistance, set-up and monitoring of audio-visual equipment (including sound mixer operation) beginning 2:00 PM the day before Day 1 (set-up assistance) and continuing through 4:30 PM on Day 2 (tear down assistance).

\$ _____

5.1.5 TOTAL TECHNICAL SUPPORT

\$ _____

FOOD and BEVERAGE

The total cost per meal per person may not exceed Wisconsin's current allowable rate (inclusive of gratuity).

	SERVICE		RATE			
DAY 1						
Lunch	Table	\$	450	Participants	=	\$ _____
PM Break	Buffet	\$	450	Participants	=	\$ _____
DAY 2						
Breakfast (light Continental)	Buffet	\$	900	Participants	=	\$ _____
AM Break (coffee refresh only)	Buffet	\$	900	Participants	=	\$ _____
Lunch	Table	\$	900	Participants	=	\$ _____
PM Break	Buffet	\$	900	Participants	=	\$ _____

5.1.6 TOTAL FOOD and BEVERAGE

\$ _____

LODGING

Lodging costs must remain within the current state maximum rate per night for a standard, single room.

Single Room Rate	\$	70	Rooms	=	\$ _____
Double Room Rate	\$	55	Rooms	=	\$ _____

5.1.7 TOTAL LODGING

\$ _____

PARKING

Per Day Rate	\$				\$ _____
Per Hour Rate	\$				\$ _____

COST BID RESPONSE SHEET

OTHER (Specify)		\$	
		\$	
		\$	
5.1.8 TOTAL OTHER		\$	

TOTAL COST SUMMARY		
5.1.3 TOTAL MEETING ROOMS	\$	
5.1.4 TOTAL EQUIPMENT	\$	
5.1.5 TOTAL TECHNICAL SUPPORT	\$	
5.1.6 TOTAL FOOD and BEVERAGE	\$	
5.1.7 TOTAL LODGING	\$	
5.1.8 TOTAL OTHER	\$	
TOTAL COST	\$	

YES NO The person signing below as Bidder is the authorized Agency Representative.

Bidder's Signature

Date

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

6.0 REQUIRED FORMS

The following forms must be completed and submitted with the bid in accordance with the instructions given in Section 2.3. Blank forms are attached.

- Bid Form – Request for Bid (DOA-3070)
- Accommodations/Conference Facility Requirements Response Sheet (Section 4.0 above)
- Cost Bid Response Sheet (Section 5.0 above)
- Vendor Information (DOA-3477)
- Vendor Reference (DOA-3478)
- Vendor Agreement (DOA-3333)

VENDOR INFORMATION PLEASE TYPE OR PRINT CLEARLY

1. BIDDING / PROPOSING COMPANY NAME _____

FEIN _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

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

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____



Vendor Agreement

Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

MANDATORY: Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

OPTIONAL: Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone ()	
Address (Street)	City	State	ZIP + 4

Commodity/Service	Request for Bid/Proposal Number
-------------------	---------------------------------

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

7.0 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 RFB (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.

SPECIAL TERMS AND CONDITIONS

7.1 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 five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(4), and 16.75(5) and 560.036(2). The Department of Health and Family Services is committed to the promotion of minority business in its department purchasing program.

The State of Wisconsin's policy provides that minority owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Development should have the maximum opportunity to participate in the performance of its contracts. The awarded vendor 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 requested service or contract, with a goal of awarding at least 5% of the award amount of this request for bid/proposal to such enterprises.

Upon request, the awarded vendor shall furnish a subcontracting plan of action indicating appropriate information about its effort to achieve this goal, including identities of such enterprises certified by the Wisconsin Department of Commerce and their subcontract amount. The Department of Health and Family Services may **require** from the successful contractor a **quarterly report** of amounts spent with certified minority business 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 Minority Business Program at (608) 267-7806. The list is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbe.htm>

7.2 Cancellation and Termination: The State reserves the right to cancel the resulting contract/agreement, for breach of contract or for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the State's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the State, times the corresponding payment for completion of such work as set forth in the State's order(s).

Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

- 7.3 Firm Price: Prices submitted with this bid shall remain firm for ninety (90) days from the due date. Contract prices shall remain firm throughout the length of the contract. Any adjustments shall be as provided in Section 6.2 of the Standard Terms and Conditions and may be made at the time of contract extensions only. Any cost increases must be fully documented. The Department shall receive the benefit of any cost decreases that may occur.
- 7.4 Liquidated Damages: Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the contract. Because of that, the Contractor acknowledges that for the contract resulting from this bid, it will negotiate liquidated damages, as required by the State, for the contract. The contractor agrees that the agency shall have the right to liquidate such damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

Standard Terms And Conditions (Request For Bids / Proposals)

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

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW:** 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 chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 267-7577.

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.