

GRANT APPLICATIONS MUST BE EMAILED TO:

psciscmail@wisconsin.gov

REQUEST FOR APPLICATIONS

THIS IS NOT AN ORDER
Applicant (Name and Address)

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

Late applications will be rejected. Applications MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the application is due. Applications dated and time stamped in another office will be rejected. Applications are public unless otherwise specified. Records will be available for public inspection after issuance of the grant. Applicants should contact person named below for an appointment to view the application record. The attached terms and conditions apply to any grant award.

Applications MUST be EMAILED to
psciscmail@wisconsin.gov
no later than:
11/25/2014
4:00pm (16:00) Central Time

Public Opening
No Public Opening

Name (Contact for further information)
Sarah Klein, Division Administrator, Division of Business & Communications Services

Phone Date
608-266-3587 October 31, 2014

Description

The Public Service Commission of Wisconsin is seeking applications for Intervenor Grants. The Commission may award one or more grants that, in the aggregate, do not exceed an annual total of \$300,000 to one or more non-stock, nonprofit corporations, as described under section 501 (c) (3) of the Internal Revenue Code and that have a history of advocating at the Commission on behalf of Wisconsin utility ratepayers. Successful applicants will show that they will be dedicated and committed advocates of ratepayers at Commission proceedings on water, electricity, gas and telecommunications services. Grant funding is to be used to offset the general expenses of the corporation, such as salary, benefit, rent, and utility expenses.

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.

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 application 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 application; that this application has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this application has not been knowingly disclosed prior to the opening of applications to any other applicant 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 Application and all terms of our application.

Form with fields for Name of Authorized Company Representative, Title, Phone, Fax, Signature of Above, Date, Federal Employer Identification No., and Social Security No. if Sole Proprietor (Voluntary).

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## GENERAL INFORMATION

### 1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit an application for an Intervenor Grant authorized under Wisconsin Statute s. 196.31 (2m).

### 1.2 Scope of the project

#### 1.2.1 Project description

Non-stock, nonprofit corporations, as described under section 501 (c) (3) of the Internal Revenue Code, who have a history of advocating at the Commission on behalf of Wisconsin utility ratepayers, may apply for a grant of up to \$300,000 for the purpose of offsetting the general expenses of the corporation, including salary, benefit, rent, and utility expenses.

#### 1.2.2 Objectives

- a. Offset general expenses of a corporation that advocates, with commitment and dedication, on behalf of Wisconsin ratepayers in Commission proceedings on water, gas, electric, and telecommunications service rates.
- b. Ensure expenses offset with grant funds are usual and customary for an organization whose mission is to advocate on behalf of Wisconsin ratepayers.
- c. Further representation of Wisconsin ratepayers in Commission proceedings by funding general expenses of an organization who advocates on behalf of Wisconsin ratepayers.

### 1.3 Procuring and contracting agency

This request for applications is issued by the Public Service Commission of Wisconsin, which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the grant process is Sarah Klein, Division Administrator, Division of Business and Communications Services.

The contract resulting from this application process will be administered by the Public Service Commission of Wisconsin. The contract administrator will be Lisa Farrell, Intervenor Compensation Coordinator.

### 1.4 Definitions

The following definitions are used through the application.

Agency means the Public Service Commission of Wisconsin.

Applicant means an individual or organization submitting an application in response to this request for grant applications.

State means State of Wisconsin.

Contractor means applicant awarded the contract.

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

Any questions concerning this application must be submitted in writing via email on or before November 7, 2014, to:

Email address:  
psciscmail@wisconsin.gov

Subject line:  
Intervenor Grant Application Question

Applicants are expected to raise any questions, exceptions, or additions they have concerning the application by November 7, 2014. If an applicant discovers any significant ambiguity, error, conflict,

discrepancy, omission, or other deficiency in this application, the applicant should notify the Public Services Commission immediately by emailing [pscfiscalmail@wisconsin.gov](mailto:pscfiscalmail@wisconsin.gov). The applicant should describe the error and request modification or clarification of the application.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this application, revisions/amendments and/or supplements will be provided to all recipients of this initial application.

Any contact with state employees concerning this application is prohibited, except as authorized by the application manager (Sarah Klein) during the period from date of release of the application until the notice of intent to contract is released.

1.6 Reasonable accommodations

The Agency 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, contact Cath Kittle at 608-266-3546 (voice) or 608-267-1479 / 800-251-8345 (TTY).

1.7 Calendar of events

Listed below are dates and times of actions related to this application. In the event that the state finds it necessary to change any of the dates and times in the calendar of events listed below, it will do so by issuing a supplement to this application.

DATE	EVENT
October 31, 2013	Date of issue of the application
November 7, 2013	Last day for submitting questions and requests for clarification
November 25, 2013	Applications due from applicants
December 18, 2013	Notification of award(s) sent to applicant(s)
January 1, 2014	Start date for grant award(s)

1.8 Grant term and funding

The grant shall be effective on the date indicated on the notification of award and shall run for one year from that date with no renewals.

2.0 PREPARING AND SUBMITTING AN APPLICATION

2.1 General instructions

The evaluation of an application and selection of an applicant for an award will be based on the information submitted in the application plus references. Failure to respond to each of the requirements in the application may be the basis for rejecting a response.

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

2.2 Incurring costs

The state of Wisconsin is not liable for any cost incurred by applicants in replying to this application.

## 2.3 Submitting the application

Applicants **must** submit an electronic PDF copy of all materials required for acceptance of their application by November 25, 2014, 4:00pm (16:00) Central Time to:

[pscfinancialmail@wisconsin.gov](mailto:pscfinancialmail@wisconsin.gov)

Subject line: Intervenor Grant Application

Applications must be posted to the above email address by the specified time stated above. All applications will be electronically time-stamped when posted to the email address above. Receipt of an application by the state mail system or United States Postal Service does not constitute receipt of an application for purposes of this grant.

All applications must be sent as an attachment to the email and in a PDF format. The Subject line of the email must read: Intervenor Grant Application. If the Subject line is blank or is not correctly labeled, the application will not be accepted.

Applicants must contact the application manager, Sarah Klein at telephone number 608-266-3587 or email [sarah.klein@wisconsin.gov](mailto:sarah.klein@wisconsin.gov), by 4:00 p.m. (16:00) on November 14, 2014, if assistance is needed in submitting an application electronically.

## 2.4 Application organization and format

Applications should be typed. Handwritten applications will not be accepted. The application should be in a profile format on an 8.5 x 11 inch paper size and submitted in an electronic PDF format. Applications must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The application sections which should be submitted or responded to are:

Organization general information and structure (Sections 4.1.1 a., b. and c.)

Organization purpose and mission (Sections 4.1.1 d., e. and f.)

Financial status (Section 4.1.1 g.)

Itemized statement of funding request (Section 4.1.1 h.)

How grant will improve representation of utility ratepayers in Commission proceedings (Section 4.1.1 i.)

References (Section 4.1.1 j.)

Designation of Confidential and Proprietary Information (Section 7.0)

## 2.5 Multiple Applications

Multiple applications from an applicant will be permissible; however, each application must conform fully to the requirements for submission. Each application must be submitted separately and labeled as Application #1, Application #2, etc. on each page included in the response.

## 2.6 Withdrawal of applications

Applicants may withdraw an application in writing at any time up to the application closing date and time, if received by the application project manager. To accomplish this, the applicant must submit a written request to withdraw the application, and the request must be signed by an authorized representative of the applicant and submitted to the application project manager. If a previously submitted application is withdrawn before the due date and time, the applicant may submit another application at any time up to the application closing date and time.

### 3.0 APPLICATION SELECTION AND AWARD PROCESS

#### 3.1 Preliminary evaluation

The applications will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the application. In the event that all applicants do not meet one or more of the mandatory requirements, the state reserves the right to continue the evaluation of applications and to award a grant to the applicant whose application most closely meets the application requirements.

#### 3.2 Application scoring

Accepted applications (applications that meet the format requirements) will be reviewed by an evaluation committee and scored against the stated criteria. An applicant may not contact any member of the evaluation committee except at the state's direction. The committee may contact an applicant's references and use the results in scoring the application. Applications from certified Minority Business Enterprises (MBE) may receive a preference. The evaluation committee's scoring will be tabulated and applications ranked based on the scores received.

##### Joint Applications

If an applicant submits a joint application with a certified MBE, that joint venture must be certified by the Department of Commerce prior to the submission of their applicant in order to be considered for a scoring preference. The written response shall define completely the responsibilities that each firm is proposing to undertake.

Of the firms submitting a joint application, one shall be designated in the written application as the primary firm. All firms and their authorized representatives shall be identified in the transmittal letter, and all authorized representatives shall sign the transmittal letter. The application shall designate a single authorized official from one of the joint firms to serve as the sole point of contact between the Public Service Commission and the joint responding firms. Any contract resulting from the joint application shall be signed by principals or officers of each firm. The Public Service Commission shall hold all firms jointly and severally responsible for carrying out all activities required by the contract.

#### 3.3 Evaluation criteria

3.1.1 Applications will be rated using the applicant's response to the requirements in Section 4.0.

3.1.2 Mandatory information must be included in an applicant's response for grant eligibility. An applicant who submits an incomplete response to the mandatory requirements in Section 4.1 will be rejected. An applicant must submit a response to each subsection 4.1.1 a. through j., 4.1.2, and 4.1.3.

3.1.3 An applicant must include information in its response that demonstrates and verifies it meets the conditions in Section 4.1.2. An applicant that does not meet the criteria in Section 4.1.2 will be rejected.

3.1.4 The committee will score the applicant's response to Section 4.1 as a determination of the extent to which an award to its organization advances representation of Wisconsin ratepayers in Commission proceedings on water, electricity, gas and telecommunications services and is most cost effective. The committee may contact references to determine the extent to which an applicant(s) meets application requirements.

3.1.5 An applicant that is an MBE, or that subcontracts with an MBE, may receive a higher position during the grading of applications.

#### 3.4 Right to reject applications and negotiate grant terms

The agency reserves the right to reject any and all applications. The agency may negotiate the terms of the grant award, including the award amount, with the selected applicant prior to entering into a contract. If contract negotiations cannot be concluded successfully with an applicant, the agency may withdraw its award offer.

#### 3.5 Award and final offers

The agency will consider final scores in making awards consistent with Wisconsin Statute s. 196.31 (2m). Applicants may be requested by the agency to submit supplemental information, consistent with the application requirements. Supplemental information will be evaluated against the stated criteria by the evaluation committee to determine award amounts.

#### 3.6 Notification of intent to award

All individuals and organizations who respond to this application will be notified in writing of the agency's intent to award the grant(s) as a result of this process.

#### 3.7 Appeals process

Notices of intent to protest and protests must be made in writing to the Public Service Commission. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

A written notice of intent to protest the grant award(s) is required to protest the award(s). A written notice of intent to protest the grant award(s) must be emailed to and received no later than five (5) working days after the notices of intent to award are issued:

psciscmail@wisconsin.gov  
Subject line: Intervenor Grant Intent to Protest

Any written protest must be sent to the email noted above within ten (10) working days after the notice of intent to award is issued.

### 4.0 GENERAL APPLICATION REQUIREMENTS

#### 4.1 Mandatory requirements

The following requirements are mandatory and the applicant must satisfy them.

4.1.1 An applicant must include the following information in its application to be eligible for this grant.

- a. Applicant's name and address
- b. A description of the organization's size and structure, including the Internal Revenue Code section under which the organization is structured
- c. Names, addresses and titles of the members of the governing body of the applicant's organization, if the organization has a governing body
- d. A description of the organization's general purpose and mission
- e. A description of applicant's history advocating on behalf of Wisconsin utility ratepayers, including a list of formal Public Service Commission proceedings in which the applicant plans to participate in the current fiscal year
- f. A demonstration that the applicant has the ability to represent the interests it espouses
- g. Financial status of the applicant, including, but not limited to, all of the following:

- A revenue and expense summary by program activity, including fundraising, education, research, and lobbying, for the previous and current fiscal year.
  - A list of current assets and liabilities, including any uncommitted funds.
  - The applicant’s official budget for the current fiscal year including salaries, benefits, rent and office expenses.
  - The estimated dollar value of non–cash contributions, if any, made by the applicant to further the goals of the organization.
  - A description of duties of paid and unpaid staff in relation to program activities of the organization.
- h. A statement of the amount of funds requested, including:
- An itemized statement of the services and expenses to be covered by the requested funds.
  - A proposed revenue and expense summary showing a separate listing of itemized expenditures to be covered by each revenue source including grant funds.
  - A description of the classification(s) of each staff proposed to be covered with grant funds and the amount of requested funds for each staff, if requested funds include staff costs.
  - If requested funds do not include funding in-house attorney costs, and the applicant does not already have in-house legal staff, a statement and discussion of the viability of using grant funds to establish in-house legal staff.
- i. A description of how the funds requested will further representation of Wisconsin ratepayers in Commission proceedings on water, electric, gas and telecommunications services.
- j. Three references with whom the applicant has done business like that required by this application within the last fiscal year.
- For each client/buyer/organization, the applicant must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment which was the basis for the business relationship. Note: The agency will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of any references will be provided to the evaluation committee and used in scoring the application.

4.1.2 An applicant’s response must show that:

- An applicant is a non-stock, nonprofit corporation, as described under section 501 (c) (3) of the Internal Revenue Code.
- The requested funding will used only for the purpose of offsetting the general expenses of the corporation in the areas of salary, fringe benefit, rent, and utility expenses.

4.1.3 An applicant’s response must include an established and verifiable history of advocating on behalf of Wisconsin utility ratepayers.

## 5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

### 5.1 Payment requirements

A contract between the agency and grantee must be fully executed prior to disbursement of grant funds. Contracts will specify the requirements for disbursement of funds consistent with Wisconsin Statute s. 196.31 (2m). Contracts will be available for signature within 10 days of the determination of a grant award.

### 5.2 Prime recipient and minority business subcontractors

The Prime Recipient will be responsible for grant performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the grant. If subcontractors are to be used, the applicant must clearly explain their participation.

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 grants. The applicant is strongly urged to use due diligence to further this policy by joint venturing with a minority-owned business enterprise or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the grant award 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, 608/267-3293. The listing is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbe/index.asp>.

### 5.3 Quarterly reporting requirements

Grant awardees will be required to provide a quarterly reporting of costs under this grant.

Quarterly cost reports will be due the last business day of the full month after the end of the quarter. For example; for a contract period of January 1, 2015, through December 31, 2015; the grantee would be required to provide quarterly cost reports to the Public Service Commission by April 30, 2015 (for Quarter 1: January 1 – March 31, 2015); July 31, 2015 (for Quarter 2: April 1 – June 30, 2015); October 31, 2015 (for Quarter 3: July 1 – September 30, 2015); and January 31, 2016 (for Quarter 4: October 1 – December 31, 2015).

A quarterly report must include, but is not limited to:

- Total organizational costs for the grantee during the reporting quarter. Total costs reported should represent 100% of the paid costs for the grantee during the reporting quarter.
- Reporting quarter costs covered by grant funds for:
  - Salaries itemized by paid staff person,
  - Benefits itemized by paid staff person,
  - Rent costs, and
  - Non-salary expenses itemized for education activities, research activities, lobbying activities, travel, equipment and general office expenses.
- Reporting quarter costs covered by non-grant funds (monies) for:
  - Salaries itemized by paid staff person,
  - Benefits itemized by paid staff person,
  - Rent costs, and
  - Non-salary expenses itemized for education activities, research activities, lobbying activities, travel, equipment and general office expenses.
- Reporting quarter costs covered by in-kind or other non-money contributions for:
  - Salaries itemized by paid staff person,
  - Benefits itemized by paid staff person,
  - Rent costs, and
  - Non-salary expenses itemized for education activities, research activities, lobbying activities, travel, equipment and general office expenses.

### 5.4 Executed grant to constitute entire agreement

In the event of grant award, the definitive contract will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of the grant.

### 5.5 Termination of grant contract

The agency may terminate the grant contract at any time at its sole discretion by delivering ten (10) days written notice to the Prime Recipient. 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 Prime Recipient terminates the grant contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder

by the agency to the Prime Recipient for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the Prime Recipient to the agency not less than ten (10) days prior to said termination.

## 6.0 STANDARD TERMS AND CONDITIONS

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

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

**15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..

**16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over 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 subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

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

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

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

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



## Supplemental Standard Terms and Conditions for Procurements for Services

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

7.0 REQUIRED FORMS

The following form must be completed and submitted with the application in accordance with Section 2.4. Blank forms are attached.

Designation of Confidential and Proprietary Information (DOA-3027)

### DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted as an application to the Intervenor Grant 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 application be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals/applications 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. Please state the reasons.

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/application response may mean that all information provided as part of the bid/proposal/application response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal/application 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