

PROPOSALS MUST BE SEALED & ADDRESSED TO:

AGENCY ADDRESS:

REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER

PROPOSER (Name and Address)

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

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # **ILA0048**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal 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. Proposer should contact the person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

May 28, 2021 2:00 PM CST

Name (Contact for further information)

Carmen Hidalgo

Phone

608-267-8898

Date

May 7, 2021

Quote Price and Delivery FOB

Public Opening

No Public Opening

Description

Wisconsin Reemployment Services and Eligibility Assessment

For the

Division of Employment and Training

Payment Terms:

Delivery Time:

We claim minority Proposer preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson Ave., Madison, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business Proposer preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Proposer must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (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) 266-5462.

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

Name of Authorized Company Representative (Type or Print)	Title	Phone	Fax
Signature of Above	Date	Email:	

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DEFINITIONS:

ADA	Americans with Disabilities Act
Agency	Department of Workforce Development
BAFO	Best and Final Offer
CLEAR	Clearinghouse for Labor Evaluation and Research
Contractor	The proposer awarded the contract
Contractor Staff	Includes all employees, interns, subcontractors, temporary employees, and volunteers of the Contractor
DET	Division of Employment and Training, a division within the Department of Workforce Development
DOA	Department of Administration
DOL	U.S. Department of Labor
DWD	Department of Workforce Development
DWD Staff	Includes all employees, interns, subcontractors, temporary employees, and volunteers of DWD
EEO	Equal Employment Opportunity
IRB	Institutional Review Board
JCW	Job Center of Wisconsin
Joint Venture	A commercial enterprise undertaken jointly by two or more parties that otherwise retain their distinct identities
LMI	Labor Market Information
MOU	Memoranda of Understanding
MBE	Minority Business Enterprise
Must	Requirement is mandatory
Purchasing Manager	The point of contact for this RFP who is responsible for managing the procurement process
Proposer/vendor	A firm submitting a proposal in response to this Request for Proposals (RFP)
Purchasing	Department of Workforce Development Purchasing Section
REA	Reemployment Eligibility Assessment
RESEA	Reemployment Services and Eligibility Assessment
RCT	Randomized controlled trial
RFP	Request for Proposal
Shall	Requirement is mandatory
Should	Desired but not mandatory
State	State of Wisconsin
UI	Unemployment Insurance, a division within the Department of Workforce Development Also: weekly benefits a claimant may receive while unemployed
WDA	Workforce Development Area
WIOA	Workforce Innovation and Opportunity Act

1. GENERAL INFORMATION

1.1 Introduction and Background

The Wisconsin Department of Workforce Development (DWD), through its Procurement Unit (Procurement), on behalf of the Division of Employment and Training (DET) is requesting proposals for the design and implementation of an impact and process evaluation of Wisconsin's Reemployment Services and Eligibility Assessment (RESEA) program. DWD expects the Contractor to provide a wide range of services statewide. State RESEA programs are required to provide evidence-based services, and the evaluation conducted under this contract will provide evidence of that impact. Specifically, the evaluation will be designed to provide evidence of a causal relationship between program activities and outcomes, consistent with evaluation measures defined in Unemployment Insurance Program Letter (UIPL) No. 01-20, which provides states with guidance and expectations regarding the implementation of the RESEA evaluation and evidence requirements. The measures are: higher reemployment rates and median earnings in the second full calendar quarter following the start of a participant's unemployment claim.

The contract resulting from this Request for Proposals (RFP) will be a single award. DWD does not guarantee to purchase any specific quantity or dollar amount. Proposals that state DWD must guarantee a specific quantity or dollar amount may be disqualified.

1.2 Scope of the Project

The overall objective of the evaluation that the Contractor will complete under this contract is to assess the effect of no session, single-session, and multi-session RESEA services on weeks of Unemployment Insurance (UI) benefits, employment rates, and wages using a randomized controlled trial (RCT) experimental research design with a treatment and control group (preferred) or a rigorous quasi-experimental design with a treatment and comparison group. If the Proposer is proposing a quasi-experimental design, Proposer shall provide an explanation as to why this is a better option for evaluating the program. The evaluation should be designed to answer the following questions.

1. Confirmatory impact analysis:
 - a. Do RESEA participants have higher a) reemployment rates; and b) median earnings the second full calendar quarter following the start of a participant's unemployment claim (consistent with evaluation measures defined in UIPL 01-20) compared to UI claimants in a comparable comparison or control group who do not receive RESEA program services?
 - b. Do RESEA participants have a lower number of weeks with UI benefits compared to UI claimants in a comparable comparison or control group who do not receive RESEA program services?
2. Exploratory analyses:
 - a. Does an additional RESEA session enhance RESEA impacts by further reducing UI benefit length and/or further increasing employment rates, and/or wages?
 - b. Do RESEA treatment effects vary by regional area and/or participant demographic groups (regional and demographic analysis)?
 - c. Do the RESEA online assessment scores correlate with outcomes?
3. Process/implementation evaluation:
 - a. Are RESEA services consistently implemented and provided across RESEA regional areas and participant demographic groups (fidelity of intervention)?
 - b. How do RESEA services delivery vary (e.g., quality of service delivery of single or multiple sessions, virtual or in person service delivery, timing or delivery of RESEA service components, process analysis)?

The impact evaluation must use a research design that can qualify for a high or moderate rating from Clearinghouse for Labor Evaluation and Research (CLEAR). The CLEAR standards are set forth in the CLEAR Causal Evidence Guidelines, Version 2.1, available at https://clear.dol.gov/sites/default/files/CLEAR_EvidenceGuidelines_V2.1.pdf. The study must also be able to detect impacts with a "strong statistical confidence," as defined in UIPL 01-20.

Past research indicates a sample size of at least 10,000 individuals is needed to detect whole program impacts, and even larger sample sizes are needed to confirm component impacts. For more information, see the RESEA Evaluation Toolkit, available at https://rc.workforcegps.org/resources/2019/07/30/17/32/RESEA_Evaluation_Evidence_Resources. Depending on sample sizes, component analyses will likely be exploratory.

1.3 Procuring and Contracting Agency

This RFP is issued by DWD, on behalf of DET. DWD is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Procurement Manager Carmen Hidalgo. Contact with anyone other than the Procurement Manager during the procurement process may disqualify your proposal.

1.4 Eligibility

Eligible applicants may be a single entity (public, private, or nonprofit) or a consortium of entities. Proposals from consortia, partnerships or other combinations of organizations must identify one organization as the lead agency and prime contractor (vendor) and must specify the assignment of subcontracting relationships.

1.5 Communications, Clarifications, and/or Revisions

All communications and/or questions regarding this RFP must be submitted via email to

DOProcurement@dwd.wi.gov

In the subject line include the following information:

ATTN: Carmen Hidalgo Questions to ILA0048

on or before May 14, 2021 by 12:00 PM Central Time (CT).

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

Proposers shall stipulate that their proposals are predicated upon the requirements, terms and conditions of this RFP and any supplements or revisions thereof. Any contact with State employees concerning this RFP are prohibited, except as authorized by the Purchasing Manager, during the period from date of release of the RFP until the notice of intent to award is released.

1.6 Reasonable Accommodations

DWD 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 Carmen Hidalgo, Procurement, at Carmen.Hidalgo@dwd.wisconsin.gov or Wisconsin Telecommunications Relay System (TTY) at 1-800-947-3529.

1.6 Contract Term and Funding

The contract term will be July 6, 2021, or date of award, through July 5, 2023, or two (2) years after date of award, with two (2), optional performance-based one-year renewals. DWD is not bound to exercise any renewals.

The resulting contract will be a fixed-price contract based on the accepted price proposal.

1.8 Contract Quantities/New or Deleted Items

DWD reserves the right to add new products/services to this contract based on technology changes or changes to standards unknown at the time of this solicitation. Contractor's prices must be (in line with)

or (comparable to) current contract pricing for like products/services. Contractor should promptly notify Procurement of new or discontinued products or services.

The Contractor shall not have exclusive rights to provide all products or services covered under this contract during the term of the contract or any extension of the contract.

1.9 Calendar of Events

Listed below are important dates and times by which actions related to this RFP shall be completed. In the event that the Procuring Agency finds it necessary to change any of these dates and times (except estimated dates and times), it will do so by posting an amendment to this RFP on Wisconsin eSupplier Portal.

DATE	EVENT
5.7.2021	RFP ISSUANCE DATE
5.14.2021	SUBMIT QUESTIONS ON OR BEFORE 12:00 P.M.
5.19.2021	RESPONSES TO QUESTIONS POSTED
5.28.2021	PROPOSALS DUE ON OR BEFORE 2:00 P.M.
6.11.2021	NOTIFICATION OF INTENT TO AWARD SENT TO PROPOSERS (ESTIMATED)
7.6.2021	CONTRACT START DATE (ESTIMATED)

1.10 Wisconsin eSupplier Portal Registration

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

2. PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of the Contractor will be based on the information submitted in the vendor's proposal, including design details and schematics, and references. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

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

2.2 Incurring Costs

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

2.3 Submitting the Proposal

The Proposer shall submit an electronic proposal via email of all required materials for acceptance of their proposal (noted below). All proposals shall be limited to no more than 25 pages, excluding the price proposal and any required attachments and/or documents.

All proposals shall be comprised of two parts: a technical portion and a price portion. The technical requirements (Section 5) proposal must be submitted in a Microsoft Word or an Adobe PDF format. The price proposal must be submitted in the Microsoft Excel spreadsheet provided as Attachment A. Proposers must also submit a budget narrative for all expenditures included in the price proposal. All budget narratives must be submitted in a Microsoft Word or an Adobe PDF format. The technical requirements proposal and price proposal must be submitted in two separate emails: one (1) email for the technical portion and one (1) email for the price portion. Including your price portion in the general and technical section may disqualify your proposal.

Technical Proposal must be typed and submitted via email to DOProcurement@dwd.wi.gov.
In the subject line include the following information:
ATTN: Carmen Hidalgo - Response to ILA0048 Technical Proposal

Price Proposal must be typed and submitted via email to DOProcurement@dwd.wi.gov.
In the subject line include the following information:
ATTN: Carmen Hidalgo - Response to ILA0048 Price Proposal

2.4 Proposal Organization and Format

Proposers responding to this RFP must comply with the following format requirements:

The proposal must contain all requested information and must be signed by the person in the proposer's organization who is responsible for the proposal submittal, including prices. Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any addendums/amendments thereof.

The Technical Proposal must contain the following:

- Cover Letter
- Technical narrative as detailed in Section 5, not to exceed 25 pages
- Attachment A – Section 4.0 Mandatory Requirements (with yes/no check sheet with column for item detail)
- Attachment B – Proposer Checklist
- Attachment C – Federal Debarment Form
- Attachment D - Certification Regarding Lobbying Form
- The RFP signature page form (DOA-3261); and
- Proposer Required Form (DOA-3832).

The Price Proposal must contain the following:

- Attachment A – Price Proposal
- A budget narrative as detailed in Section 6, not to exceed 5 pages

Please note, all prices for furnishing the product(s) and/or service(s) required under this RFP must be included in the Price Proposal. The Technical Proposal must NOT contain any price information.

Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. DWD shall be the sole judge as to compliance with the instructions contained in this RFP.

2.5 Withdrawal of Proposals

Proposers may submit a written withdrawal of their proposal to the Purchasing Manager until the contract has been awarded. The request must be signed by an authorized representative of the Proposer and emailed to the Purchasing Manager at Carmen.Hidalgo@dwd.wisconsin.gov.

If a submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time.

2.6 Late Responses

Proposals received after the date and time specified in Section 1.9 will not be opened.

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 Proposal Opening

Proposals shall be opened on May 28, 2021 at 2:00 PM CT. Only the names of proposers will publicly available at that time. There will not be a public opening.

3.2 Preliminary Evaluation

The proposals will be reviewed initially to determine if all mandatory requirements are met. Failure to meet the mandatory requirements may result in rejection of the proposal. In the event that all vendors do not meet one or more of the mandatory requirements, DWD reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

The evaluation and selection of a contractor will be based on the information submitted in the vendor's proposal, and additional information gathered from any of the following: references and Best and Final Offers (BAFO). Failure to respond to each of DWD's requests in the RFP process may be the basis for rejecting a proposal.

3.3 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals will be ranked based on the numerical scores received. Proposals from certified Minority Business Enterprises or Disabled Veteran-Owned Business may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses. See Wis. Stat. § 16.75(3m).

Proposers may not contact members of the evaluation committee except at DWD's request. The evaluation committee may review references or request interviews.

DWD's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that is the subject of this RFP.

The price proposals will be calculated with the most points awarded to the proposal with the lowest price. Other price proposals will be assigned points that correlate to those assigned to the lowest price proposal per the formula described in Section 6.1.

3.4 Evaluation Criteria

The table below details the percentage of the total number of points that will be assigned to each area of the RFP evaluation. These weights are provided here for your understanding of the relative importance of DWD's requirements.

	RESEA RFP EVALUATION CRITERIA	POINTS
5.1	KNOWLEDGE	25
5.2	EVALUATION TECHNICAL APPROACH	50
5.3	EVALUATION TASKS	50
5.4	TIMELINE	25
5.5	STAFF	50
5.6	PERFORMANCE PLAN	15
6.0	PRICE PROPOSAL	25
	TOTAL	240

DWD reserves the right to open the price proposals for only the highest scoring proposers that have completed all steps of the evaluation process.

DWD reserves the right to reject proposals that price more than the DWD budgeted amount for this project. DWD may also elect to request a BAFO. Vendors shall not count on a BAFO being requested and shall therefore submit their best price proposal at the time of submittal of their proposals.

3.5 Right to Reject Proposals and Negotiate Contract Terms

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

3.6 Award and Final Offers

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

3.7 Notification of Intent to Award

Any vendors who respond to this RFP will be notified in writing of DWD's intent to award the contract as a result of this RFP.

After notification of the intent to award is made, under the supervision of DWD, copies of proposals will be available by appointment during normal business hours at 201 E. Washington Ave., Madison WI. Reviews can be scheduled by contacting Carmen Hidalgo at Carmen.Hidalgo@dwd.wisconsin.gov.

3.8 Appeals Process

Notices of intent to protest and protests must be made in writing to DWD. 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.

Any written notice of intent to protest the award of a contract must be emailed to and received no later than five (5) working days after the notices of intent to award are issued:

DWD Deputy Secretary
Subject line: ILA0048 Intent to Protest
201 E. Washington Ave.,
P.O. Box 7946
Madison, WI 53707

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

The decision by DWD may be appealed to the Secretary of DOA within five (5) working days of issuance, with a copy of such appeal filed with DWD. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

4. MANDATORY REQUIREMENTS

The following requirements in Sections 4.1 through 4.3 are mandatory and the Proposer(s) must include and/or meet them. Proposers must respond to the mandatory requirements in Sections 4.2 by checking that either "YES," meaning it can meet the mandatory requirements, or "NO," meaning it

cannot meet the mandatory requirements using Attachment E - Mandatory Requirements Response Sheet.

In the event there is an individual mandatory requirement that no Proposer is able to meet, DWD reserves the right to eliminate that individual mandatory requirement; in such case, DWD shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP. All mandatory requirements are minimums that must be followed with each project unless otherwise stated.

Responses to Section 4 will not be numerically scored.

4.1 Proposer Information

Proposers shall provide the following:

- Name and address of Proposer.
- Names and addresses of all subcontractors Proposer may use to fulfill contractual obligations.
- The designated staff/office location of where services will be performed.
- A statement furnishing the name of the Proposer's insurance bond carrier and liability limits (must meet minimally meet State defined threshold identified in Section 23.0 of the State's Standard Terms and Conditions).

4.2 Proposer Qualifications

Proposer shall respond to all qualifications on Attachment E, Mandatory Requirements Response Sheet, unless otherwise noted below. To be eligible for a contract award, you must possess the qualifications below, and you must maintain these qualifications throughout the life of the contract, including renewal periods.

- All services provided under this contract must be performed in the United States, pursuant to Wis. Stat. § 16.705
- Proposer has and agrees to maintain a Certificate of Insurance with the minimum limits specified under the State Standard Terms and Conditions. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A1, and signed by an authorized agent.
- The Proposer agrees to negotiate any changes to the contract that may be brought about by DWD or legislative action with DWD.

4.3 References

Proposers must supply references (up to five) of recent (within previous five-years) agencies or businesses to which it provided comparable services (in terms of value and scope). To be eligible for this contract, all references must verify that the Proposer provided a high level of satisfaction. Proposers must supply references using the Proposer Required Form (DOA-3832).

5. TECHNICAL REQUIREMENTS

The purpose of this section is to provide DWD with a basis for determining a Proposer's capability to undertake this Contract. The proposer must provide a response, as detailed in the subsections below, that describes how the required services will be effectively delivered.

Responses to Section 5 will be numerically scored.

5.1 RESEA Knowledge (25 points)

- 5.1.1 **Describe your relevant experience as it relates to your knowledge of RESEA and RESEA evaluations.**

To assist you in your response, DET has provided the following background information: Wisconsin RESEA is an UI program facilitated and delivered by Job Service staff within DET. UI claimants who are a) required to search for work, b) complete work registration on the Job Center of Wisconsin (JCW) website, including posting a resume, and c) receive their first UI payment or receive a letter requiring them to complete an online assessment (via JCW) to determine their work readiness and eligibility for RESEA.

Based on the results of the online work readiness assessment, those in need of additional services are directed to schedule a RESEA session through Wisconsin's RESEA online scheduling platform. In 2020, 98,668 individuals received a RESEA letter, 87,562 completed the online assessment, and 29,096 were required to schedule a RESEA session. Over 98% of those required to do so, scheduled a RESEA session and around 90% attended their scheduled session.

DWD anticipates that the number of RESEA participants will decrease in 2021, as the number of participants depends on local economic conditions. RESEA participants are spread out throughout the State within each Workforce Development Area (WDA), with numbers varying by population density. For more information, see <https://dwd.wisconsin.gov/det/dashboard/main.htm>

Prior to COVID-19 restrictions on in-person gatherings, RESEA claimants participated in an initial three (3) hour group orientation where in-depth information about local Job Center and partner agency programs and services were provided. During or immediately following the orientation, each claimant met one-on-one with RESEA staff (State merit staff) to develop an individual employment plan, receive labor market information, and review their continued eligibility to receive UI benefits (i.e., work search review). All RESEA claimants were required to complete mandatory follow-up activities that supported their employment plan before returning for a required subsequent RESEA meeting with staff. Follow-up activities included job seeking workshops, meeting with a licensed career counselor, and/or completing skill assessments or career interest inventories. In addition, claimants were referred to partner organizations as appropriate, such as Workforce Innovation and Opportunity Act (WIOA) service providers, Veterans' employment services, vocational rehabilitation, etc. Due to continued COVID-19 restrictions and precautions, currently RESEA services are provided one-on-one via a single initial telephone session. Subsequent RESEA appointments are not currently being conducted. Wisconsin has suspended work search requirements due to the ongoing public health emergency. With limited exceptions, all job center services are currently provided remotely.

The RESEA theory of change is that requiring job search and connecting individuals looking for work to local Labor Market Information (LMI), local job openings, job application support and locally available career and training services will a) improve employment outcomes, b) help UI claimants find and obtain jobs faster, at better wages; and c) decrease the need for public support, including decreased weeks of UI claims.

Research to date has found past Reemployment and Eligibility Assessment (REA) programs, job search assistance services, reemployment bonuses, profiling, and employer contact requirements have been associated with reduced weeks with UI benefits and increased employment rates and wages. REA programs included similar components as RESEA, including one to three mandatory sessions, assessment for eligibility, orientation to the American Job Center system and available services, shared LMI, a reemployment plan, and referrals to additional services. For more information, see <https://clear.dol.gov/synthesis-report/reemployment-synthesis> for additional information.

State evaluation of Wisconsin's RESEA programs are required by U.S. Department of Labor to provide evidence-based services, and this evaluation will provide evidence of impact.

5.2 Evaluation Technical Approach (50 points)

- 5.2.1 Describe your proposed design for an impact and process evaluation of Wisconsin's RESEA program. Your proposal must be designed to assess the effect of RESEA services on UI claimants', length of benefits and employment outcomes. DWD prefers that you use either a RCT or, if not possible, a quasi-experimental research design.

Refer to section 1.2 for background information. The Proposer shall provide a detailed overview of how they will design an evaluation of Wisconsin's RESEA program.

5.3 Evaluation Tasks (50 points)

- 5.3.1 The Proposer shall provide a detailed description of how they will complete each Task and meet the contract deliverables.

Task 1. Review Program Documents and Interview Program Staff.

The Contractor shall review relevant program documents and conduct interviews with RESEA staff to gather detailed information about the program's operations and the broader context in which it operates, existing data collection activities and instruments, and potential extant data sources. The contractor shall work closely with RESEA program staff to create the logic model of the program to ensure a common understanding of how the program is intended to work.

Task 1 Deliverables:

- Draft logic model (due mid-August 2021)
- Final logic model (due late-August 2021)

Task 2. Develop Impact, Exploratory, and Process Evaluation Design Plan.

Based on the findings from Task 1, the Contractor will propose a plan for the evaluation that will detail the design of the impact, exploratory and process evaluation. The evaluator is expected to use an RCT or rigorous quasi-experimental design with a treatment and control/comparison group for the impact and exploratory evaluation and should propose a complimentary process evaluation plan. The evaluation design plan shall include:

- A conceptual model of how the RESEA program is intended to work, that is, the intended relationships between the program's inputs, activities, outputs, and outcomes, and how the evaluation will help determine if the program is operating as intended.
- A summary of the purpose of the impact and exploratory evaluation, a plan for fidelity assessment, a process evaluation, and planned regional and demographic analyses.
- A description of the data to be obtained for evaluation purposes.
- A description of the data collection methods, sampling methods, power analysis, and draft questionnaires or data collection instruments.
- A description of the control or comparison group for the impact and exploratory analysis and plan for recruitment.
- A description of the planned analytical techniques.
- A description of any design limitations.
- A schedule of task milestones or timeline, descriptions of proposed deliverables, and delivery dates for the period of performance.

The Contractor shall propose a data collection plan that makes efficient use of extant data collection tools and processes in place at RESEA that minimizes burden on staff and clients. Wisconsin RESEA program staff intends for the Contractor to use the program's existing

internally developed system for random assignment, and data collection systems (ASSET and UI Mainframe) to track demographic information, program participation, and program outcomes.

Task 2 Deliverables:

- Draft Evaluation Design Plan (due September 2021)
- Final Evaluation Design Plan (due October 2021)

Task 3. Conduct Evaluation.

The Contractor will carry out the evaluation activities as specified in the approved evaluation design plan. Specifically, evaluation activities will begin with random assignment in October 2021. The Contractor shall plan for data collection to span 24 months with data collection to span from date of initial UI application until at least two (2) quarters after RESEA program exit. The same UI claimant and wage data shall be collected for both treatment and control (or comparison) participants. The Contractor is expected to gather any additional data as specified in the approved evaluation design plan (Task 2).

The Contractor shall prepare all documentation required for Institutional Review Board (IRB) approval. IRB approval is needed before data collection can begin.

Task 3 Deliverables:

- Submission of IRB protocol for review (due October 2021)
- Random Assignment (January 2022)
- Gather data (January 2022 to December 2023)

Task 4. Analyses and Reporting.

The Contractor shall perform appropriate analyses to answer each of the research questions of interest. Additionally, the Contractor shall conduct subgroup analyses for the treatment group by region and demographic groups. Where possible, the Contractor should perform statistical modeling that utilizes the data from both treatment and control groups to determine if outcomes are statistically significant.

The Contractor shall submit well-written, readable reports to Wisconsin RESEA program staff that document the activities and results laid out in the approved evaluation plan. Contractors shall provide quarterly progress updates, annual reports, and final evaluation report(s) for the impact and process analyses. Additionally, the Contractor shall work closely with RESEA staff to develop a lesson-learned report that reflects on the evaluation process and lays out a plan for future research. Quarterly progress reports must include updates on how the evaluation is proceeding, challenges encountered, and next steps.

Task 4 Deliverables:

- Quarterly progress updates
- Annual reports
- Draft Impact, Exploratory, Process Evaluation Report(s) (due June 2025)
- Final Impact, Exploratory, Process, Evaluation Report(s) (due July 2025)
- Lessons Learn Report (due August 2025)

Task 5. Meetings with RESEA Program Staff.

To begin the project, the Contractor must attend a kick-off meeting with the RESEA staff to discuss in detail the tasks outlined in the proposal, study design, scheduling activities, and other issues related to the contract. This meeting shall be via conference call or virtual meeting and occur no later than one (1) week after the contract award. The Contractor shall work with the RESEA staff to develop an agenda for the meeting, which is to be finalized at least two (2) days in advance of the meeting.

The Contractor shall meet regularly with the RESEA staff via conference call or virtual meeting. These meetings shall occur no fewer than once per month or on a mutually agreed upon frequency. The purpose of these meetings is to brief RESEA staff on the progress of the evaluation and to discuss and resolve any issues as they arise.

Within one (1) week following each meeting, the evaluator shall prepare and deliver meeting minutes summarizing the discussion.

Task 5 Deliverables:

- Kick-off meeting (July 2021)
- Meeting minutes summarizing kick-off meeting (August 2021)
- Periodic meetings (One 30-60-minute monthly status meeting)
- Meeting minutes summarizing periodic meetings (within week of periodic meeting)

Task 6. Submit Progress and Expenditure Reports.

The Contractor shall prepare quarterly progress and expenditure reports due at the same time as the invoice. The progress reports shall summarize the major activities and accomplishments for the reporting period. In addition, the Contractor shall provide information for each project task regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for next quarter identify and discuss significant deviations from the substantive and time factors in the management plan, and identify and discuss any decisions which may be needed from RESEA staff.

The expenditure reports shall summarize the actual personnel assignments for the month just completed and exhibit the total budget, current expenditures for the period in question, total expenditures, and the balance remaining for each task. This may change to quarterly reports at the discretion of the program area.

Task 6 Deliverables:

- Progress and expenditure reports (monthly)

Task 7. Submit Data Files and Working Documents.

The Contractor shall deliver all data collected under this contract to RESEA program staff at the time the evaluator reports the results of the analysis to RESEA. The RESEA data files shall include all individual level data from the study, including identifiers and contact information in the format specified by RESEA staff. The Contractor shall also provide a codebook explaining each variable and the variable values, and a full description of the formulas and procedures used, weights, and weight calculations for all datasets, and methods used to control for attrition and nonresponse and to adjust for incomplete or missing data. The Contractor shall also adhere to the data destruction requirements per signed data sharing agreement which will be completed after bid award.

Task 7 Deliverables:

- Working documents and data files (August 2025)

5.4 Timeline (25 points)

- 5.4.1 The Proposer shall provide a detailed timeline of goals and objectives to complete the Tasks detailed in Section 5.3.**

5.5 Staffing (50 points)

- 5.5.1 The Proposer shall provide a staffing plan for the evaluation that is adequate to accomplish the Tasks detailed in Section 5.3. The Staffing Plan shall include:**
- a) The experience and qualification of key staff (e.g., project director, project manager, task leads, etc.).**
 - b) Project organization chart, information about staff time commitments over the evaluation time period (demonstrating staff have time for the tasks specified in the staffing plan) and resumes or Curriculum Vitae (CVs) for staff.**
 - c) A mix of senior, mid, and junior level staff, demonstrating a balance between leadership, expertise, and sufficient staff time to conduct the evaluation tasks.**

5.6 Performance Plan (15 points)

5.6.1 The Proposer shall provide a draft plan for how DWD will evaluate its performance of the Tasks outlined in Section 5.3 that corresponds to its response detailing how it will complete each Task. DWD reserves the right to negotiate changes to this performance plan prior to awarding a contract. The agreed upon performance plan will be incorporated into the final contract and DWD will use it to evaluate the Contractor's performance.

6. PRICE PROPOSAL (25 points)

6.1 General Instructions on Preparing Price Proposals

The price proposal will be scored using a standard quantitative calculation where the maximum points (25) will be awarded to the proposal with the lowest price. All prices must be quoted in U.S. Dollars.

The Proposer shall propose a fixed price to accomplish each Task listed in Section 5.3. The fixed price for each Task is not subject to any adjustment based on the Contractor's actual cost experience in performing the Task, except for the any pass-through expenses the Proposer details in its budget narrative and DWD agrees to pay for. The proposed budget shall include a budget narrative to describe the prices of implementing the evaluation activities. Please note that DWD's total budget for this contract is no more than \$250,000 each year over a four-year period.

The Purchasing Manager will score the price proposals, giving the lowest price proposal within the yearly allowable budget the highest score. The formula for higher price proposals is as follows: calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the price section of the RFP, resulting in the price proposal score.

$$\begin{array}{l} \text{Lowest Proposed Price} \\ \text{(constant)} \end{array} \times \begin{array}{l} \text{Maximum evaluation points given to price} \\ \text{Other Proposer's Price} \\ \text{(varies according to proposal being scored)} \end{array} = \text{Score}$$

6.2 Format for Submitting Price Proposals

Proposer shall follow the instructions in Section 2.3 for submitting price proposals. The following items should be considered when completing the budget narrative and Attachment A for the price proposal:

- Yearly total to complete deliverables
- Total contract price

DWD reserves the right to reject any price proposals that do not follow the instructions and/or are not submitted in the proper format.

6.3 Fixed Price Period

All prices and conditions outlined in the proposal shall remain fixed and valid for acceptance for two (2) years starting on the due date for proposals.

Any adjustment to prices and/or prices at the beginning of a contract renewal period will be negotiated between DWD and the Vendor. Any price increases must be justified with supporting documentation of industry-wide increases.

7 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Terms and Invoicing

All invoices shall reflect the contracted price as submitted in the price proposal. The Contractor shall invoice DWD for each Task after the Task has been completed.

Only properly submitted invoices will be processed for payment. Prompt payment requires that contractor invoices be clear and complete in conformity with the instructions below. All invoices must be itemized showing:

- Contractor name;
- Remit to address;
- Purchase order number; and
- Charges in the same format as the terms of the contract

The original invoice must be sent to the applicable DWD address which will be provided to the contractor prior to contract start date.

The State shall meet a statutory mandate to pay or reject invoices within 30 days of receipt by the agency. Before payment is made, the agency shall verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Prompt payment requires that invoices be clear, and complete in compliance with the RFP.

The Contractor is limited to providing the services contracted for in the terms of the contract as defined in this RFP. Services provided outside the terms of the Contract will be considered "out of scope". DWD will only pay for services within the scope of this Contract.

If DWD authorizes in the scope services over and above what is specified in the Contract, the agreement must be in writing and must be approved by the Contract Administrator prior to the addition of services. Invoices sent to DWD for items not covered by the Contract will be denied for payment.

Work on this project will not start until an official State of Wisconsin Purchase Order is issued by DWD to Contractor. When there is more than one State fiscal year (July 1 through June 30) or a portion of a fiscal year in the Contract period, a separate purchase order will be issued for each fiscal year in accordance with Department policy on the issuance of purchase orders.

7.2 Prime Contractor and Subcontractor

Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred by the Contractor to any other contractor without prior written approval by DWD Purchasing.

The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.

Contractor must assure subcontractors abide by all terms and conditions under the Contract.

If subcontractors are to be used, the Proposer must clearly explain their participation.

7.3 Contractor Major Structural Change

The Contractor is required to provide the DWD with a minimum of 60 days written notice of any planned or potential structural change (merger, buyout, acquisition, consolidation, etc.). Contract may not be automatically assigned to the new entity (since the underlying procurement may be affected).

7.4 Contract Documents

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

In the event of conflicts or disputes between the parties related to the meaning of any part of the contract, the following priority of documents will be used to resolve the conflict or dispute:

- State of Wisconsin Purchase Order;
- Final Signed Contract including any attachments, amendments, and all terms and conditions;
- Request for Proposal (including any amendments, exhibits and attachments); and
- Proposer's response, as accepted by the State of Wisconsin.

7.5 Wisconsin Sales and Use Tax Registration

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

If you have not established a certification for Collection of Sale and Use Tax status with the Wisconsin Department of Revenue, the DWD and any other state agency can not issue any purchase orders to your firm. For additional information see <https://www.revenue.wi.gov/html/vendlaw.html>.

7.6 Supplier Diversity

7.6.1 Minority Business Enterprise Program (MBE)

- The Wisconsin Department of Workforce Development is committed to the promotion of minority businesses in the State's procurement program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.
- Proposers are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this contract (second-tier vendors), with a goal of awarding five (5) percent of the contract price to such enterprises. An MBE means a business certified, or certifiable, by the Department of Administration, Wisconsin Supplier Diversity Program (WISDP) under Statute 560.036(2).
- Proposers must submit the attached MBE Program Awareness, Compliance & Action Plan (Attachment C) indicating their proposed utilization of state-certified minority businesses for this contract. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-3293. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site: www.doa.wi.gov/mbe
- Quarterly reports (Attachment C) are requested to be submitted to the Department of Workforce Development, Procurement Unit, itemizing the deliveries and price of items or services provided by certified firms. Reports shall state the prices for the previous contract quarter. The department reserves the right to verify with listed firms their involvement as subcontractors or second-tier vendors.

7.6.2 Woman Owned Business (WBE)

- The Wisconsin Department of Workforce Development is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.
- The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Department of Administration, Wisconsin Supplier Diversity Program (WISDP) should have the maximum opportunity to participate in the performance of its contracts. Proposers are strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned

Businesses or by using such businesses to provide goods and services incidental to this agreement.

7.6.3 Disabled Veteran Owned Business (DVB)

- The Wisconsin Department of Workforce Development policy provides that Disabled Veteran-Owned businesses certified by the Department of Administration, Wisconsin Supplier Diversity Program (WISDP) should have the maximum opportunity to participate in the performance of its contracts. Proposers are strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

7.7 Termination for Cause

DWD may terminate this contract for cause if the contractor breaches the terms of this contract. The DWD's right to terminate for cause may only be exercised if the contractor fails to cure its breach of this contract within 30 calendar days of receiving written notice of said breach from DWD. In the event of termination for cause by DWD, the contractor shall only be entitled to receive compensation for any payments owed under the contract at the time of termination and/or only for deliverables that have been approved and accepted by DWD.

7.8 Termination for Convenience

Either party may terminate this contract at any time, without cause, by providing a written notice to the other party at least 30 days in advance of the intended date of termination. In the event of termination for convenience by the contractor, the contractor shall be entitled to receive compensation for any payments owed under the contract only for deliverables that have been approved and accepted by DWD. In the event of termination for convenience by DWD, the contractor shall be entitled to receive compensation for any payments owed under the contract for deliverables that have been approved and accepted by DWD and may be compensated for partially completed services that have value for DWD going forward. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DWD, multiplied by the corresponding payment for completion of such services as set forth in the contract. Alternatively, at the sole discretion of DWD, the contractor may be compensated for the actual service hours provided. DWD shall be entitled to a refund for services paid for but not received or implemented, such refund to be paid within 30 days' written notice to the contractor requesting the refund.

7.9 Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.10 Use of Federal Funds

This is an acknowledgement that Federal funds will be used to fund all or a portion of this contract. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

7.11 Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor also agrees to comply with all

applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

8. STANDARD TERMS AND CONDITIONS, REQUIRED FORMS

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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. Proposers/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 Proposer'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 Proposers/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 price 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 Proposer 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 price 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 prices in excess of the contract price when alternate procurement is necessary. Excess prices shall include the administrative prices.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

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

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

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

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

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

19.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

19.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all prices, 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 Proposer/proposer, equipment purchased as a result of this request shall be warranted against defects by the Proposer/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Proposers/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. Proposers 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 Proposer/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 Proposer/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 Proposer/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 Proposer/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 Proposer/proposer and will not knowingly be disclosed by the Proposer/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 Proposer/proposer or to any competitor; and
 - 2.3** No attempt has been made or will be made by the Proposer/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 Proposer'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 Proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
 - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the

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

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