

State of Wisconsin
 Wis. Statutes s.16.75
 DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

USPS Address

Zachary Lehman
 State Bureau of Procurement
 WI Department of Administration
 P.O. Box 7867
 Madison, Wisconsin 53707-7867

Common Carrier Address

Zachary Lehman
 State Bureau of Procurement
 WI Department of Administration
 101 East Wilson Street, 6th Floor
 Madison, Wisconsin 53703-3405

REQUEST FOR BID

**Intel Compatible Computer Hardware,
 Accessories, Services and Professional
 Technical Services**

THIS IS NOT AN ORDER

BIDDER (Name and Address)

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

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # 28051-ZL. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for one-hundred and eighty (180) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

2:00 p.m., Central Time, Thursday, June 16, 2011

Name (Contact for further information)

Zachary Lehman

Phone

608-261-8552

Date

May 20, 2011

Quote Price and Delivery FOB

F.O.B. Destination Freight Prepaid

Fax bids are accepted

X Fax bids are not accepted

	Description		

This Request for Bid will establish a Contract for the State of Wisconsin to purchase Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services

Complete the information below

Payment Terms		Delivery Time	
<input type="checkbox"/> We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. Does Not Apply to Printing Bids.			
<input type="checkbox"/> 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. <p> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown </p>			
In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.			
We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.			
Name of Authorized Company Representative (Type or Print)		Title	
		Phone ()	
		Fax ()	
Signature of Above		Date	E-mail.

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

**STATE OF WISCONSIN
REQUEST FOR BIDS # 28051-ZL
FOR INTEL COMPATIBLE COMPUTER HARDWARE, ACCESSORIES, SERVICES AND
PROFESSIONAL TECHNICAL SERVICES**

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1.0 INTRODUCTION AND PURPOSE

- 1.1 PURPOSE OF REQUEST FOR BID (RFB): The State is seeking Bidders to provide Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services. Bidders may be resellers and/or original equipment manufacturers.

The State as represented by its Department of Administration (DOA) intends to use the results of this process to award Contracts for the purchases of Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services. The resulting Contract(s) will be mandatory use by State of Wisconsin agencies with the exception of campuses of the University of Wisconsin System (UW) who may optionally utilize the Contract(s).

Contractors are expected to provide a consistent, understandable, and continuous program of support and technical advice. Contractors shall support efforts to improve and integrate State information technology initiatives. Contractors shall be responsible for providing a variety of products and services, as described herein, as well as performing all aspects of the Contract including being responsible for the performance of all Subcontractors. Contractors shall be companies that have a comprehensive selection of products available through nationally recognized original equipment manufacturers or, Contractors shall be nationally recognized original equipment manufacturers.

This RFB is not for the purpose of procuring software other than the computer Operating System (OS) and any included software tools provided by the original equipment manufacturer as requested in the minimum baseline standard configurations described herein.

- 1.2 REASONABLE ACCOMMODATIONS: The Department will, upon request, provide reasonable accommodations, including the provision of informational material in an alternate format, for qualified individuals with disabilities. If you think you need reasonable accommodations, contact Zachary Lehman at 608-261-8552 or zachary.lehman@wisconsin.gov.

- 1.3 BACKGROUND/SCOPE: There are two groups of customers that these Contracts will be available to: State agencies and State Municipalities as allowed by law. State Municipalities include governmental entities as defined in Wisconsin statutes 16.73, 16.70(8) and 66.0301(1) and 2). Unless otherwise noted in the RFB, when the word "Customer" is used, it refers to both of these groups.

Currently the State has contractual agreements with one original equipment manufacturer and two original equipment manufacturer certified resellers who provide a variety of Intel compatible computer hardware, accessories, services and professional technical services on a statewide basis. The nationally recognized original equipment manufacturers of the Intel compatible computer hardware are Dell, Hewlett Packard and Lenovo. The current contractors meet, recommend, sell, service, ship, invoice and provide services and professional technical services (e.g., asset tagging, imaging, installation, disposal, etc.) to all Customers including fifty plus (50+) state agencies, boards and commissions, twenty-six (26) campuses of the University of Wisconsin System (UW), and Municipalities that are located throughout the State of Wisconsin.

Here are statistics about calendar year 2010 purchases from the current contracts:

Manufacturer	Purchasing Entity	Reported Purchases
Dell	State	\$465,300
Dell	Municipality	\$3,053,000
Hewlett Packard	State	\$2,551,000
Hewlett Packard	Municipality	\$5,535,000
Lenovo	State	\$4,566,000
Lenovo	Municipality	\$369,000
TOTAL CALENDAR YEAR 2010 PURCHASES		\$16,539,300.00

Analysis of State **ONLY** purchases shows a breakdown by manufacturer and the purchases in each of the categories:

Category	Dell	Hewlett Packard	Lenovo
Standard desktop configuration	6%	25%	70%
Standard laptop configuration	8%	33%	59%
High-end laptop configuration	4%	40%	47%
Ultra-light laptop configuration	0%	79%	21%
High-end desktop configuration	61%	27%	12%
Tablet configuration	3%	25%	72%
All other purchases	no data	64%	24%

Further analysis of State **ONLY** purchases shows a breakdown by current contractual standard configuration and the percent of total purchase for each configuration:

Standard Configuration	Percent of Total Standard Configuration Purchases
Desktop	76%
Laptop	17%
High-end laptop	6%
Ultra-light laptop	0.50%
High-end desktop	0.80%
Tablet	0.40%

This information shall not be construed as either the minimum or maximum amount of purchases. It shall be understood and accepted by the Bidder that any quantities shown in this RFB are historical quantities **only** and impose no obligation upon the State for either minimum or maximum.

- 1.4 OVERVIEW OF PROCURING AGENCY: The Department of Administration performs administrative and executive functions for the State of Wisconsin. This Request for Bid (RFB) is issued by the Wisconsin Department of Administration Bureau of Procurement, and it is the sole point of contact for the State of Wisconsin during the procurement process. All communication about this RFB is to be directed to the Procurement Manager, Zachary Lehman.
- 1.5 CONTRACT LENGTH: The initial Contract term shall be for two (2) years with the potential for three (3), one-year renewals by mutual consent.
- 1.6 METHOD OF AWARD: Award(s) shall be made on the basis of the lowest responsive, responsible Bidder(s). Prices listed shall be in US dollars unless otherwise indicated. Bids that require that the State shall guarantee a specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, unit price shall prevail in award.

The State intends to make one award for Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services for each nationally recognized original equipment manufacturer brand name. The State reserves the right to make multiple awards for each nationally recognized original manufacturer brand name as judged to be in the best interest of the State.

Awards shall be based on a total weighted average of the combined historical purchases of Intel hardware. Potential tied Bid award(s), within each nationally recognized original equipment manufacturer brand name, shall be determined based on the most advantageous pricing for the percent of markup or percent of discount on a Verifiable Price List. The weighted values and calculations used to make awards shall be provided at the time of Bid opening.

1.7 CANCELLATION AND TERMINATION

1.7.1 TERMINATION FOR CAUSE

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar days notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

1.7.2 TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State by providing at least thirty (30) calendar days notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

1.7.3 CONTRACT CANCELLATION

The State reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Breaches or defaults an obligation under the Contract as follows:
 - Fails to perform any material obligation required under the Contract
 - Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
 - Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice.
 - Makes an assignment for the benefit of creditors
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a federally debarred Contractor;
- Is excluded from federal procurement and non-procurement contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- Contractor performance threatens the health or safety of a State employee or State customer.

1.8

DEFINITIONS:

Accessories – means an additional component, something nonessential but desirable, having a secondary or supplementary function.

Agency – means an office, department, agency, institution or higher education, association, society or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend money appropriated by law, including the legislature and the courts, but not including an authority.

ANSI – means American National Standards Institute, an organization in the U.S. which sets standards used for testing the quality and safety of electronic equipment, scientific equipment, etc. It has also established a standard set of letters and numbers called the ANSI character set, which is used in computers.

Bid – means a price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell.

Bidder – means a person or firm which submits a competitive Bid in response to this request for bid.

BIOS – means Basic Input-Output System, the startup routines that prepare the computer for operation.

CIM – means Common Information Model, a computer industry standard for defining device and application characteristics so that system administrators and management programs will be able to control devices and applications from different manufacturers or sources in the same way.

CMOS – means Complementary Metal Oxide Semiconductor, a small battery-backed memory bank in a computer that holds configuration settings.

Computer Accessories and Cables – means, but is not limited to, memory, cables, video cards, keyboards, mouse, carrying cases or anything used with or for a computer.

Contract – means the written agreement between the successful Bidder and the State covering the goods and services to be performed pursuant to this RFB.

Contract Manager – means the individual in the State Bureau of Procurement (SBOP) responsible for managing this Request for Bid and subsequent contractual issues.

Contractor – means any person, or entity providing equipment, construction work, materials, supplies, contractual services or leasing real property to a contracting agency of the State.

Contractor Personnel - means any individual provided by the Contractor to support the Contract awarded under this RFB.

Department (DOA) - means the Department of Administration.

Desktop – means computers that stand on the desk, terminals, and high powered workstations that can integrate with a network. These devices should have all operating systems included and have a minimum manufacturer warranty.

DMI – means Desktop Management Interface, an industry framework for managing and keeping track of hardware and software components in a system of personal computers from a central location.

Educational Pricing – means special pricing that is generally only available to educational entities (e.g., K – 12 and higher education).

Energy Star – means the joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices.

EPEAT – means Electronic Product Environmental Assessment Tool, an environmental procurement tool designed to help institutional purchasers in the public and private sectors evaluate, compare, and select desktop computers, laptops and monitors based on the environmental attributes of the product. General information on the criteria of EPEAT can be found at <http://www.epeat.net>.

F.O.B. Destination Freight Prepaid – means the seller is responsible for freight charges. The seller retains title and control of goods until they are delivered and the contract of carriage has been completed. The seller selects the carrier and is responsible for the risk of transportation. The seller is responsible for filing claims for loss or damage until delivered to the destination.

F.O.B. Destination Freight Prepaid and Installed – means the seller is responsible for freight charges. The seller retains title and control of goods until they are delivered and the contract of carriage has been completed. The seller selects the carrier and is responsible for the risk of transportation. The seller is responsible for filing claims for loss or damage until delivered and installed at the destination.

Laptop – see definition for Portable.

Miscellaneous Products – means other related products and devices that do not fit the other categories. Mobile Device – means, but is not limited to, cellular and/or smart phones, two-radios, GPS devices and accessories, tablet type devices, e-Readers, etc. and includes operating systems where applicable. Mobile Devices are not included in this RFB.

Monitor – means a viewing screen for computers with a minimum manufacturer warranty and software operating system where applicable.

Minority Business Enterprise (MBE) – means a business that has been certified under Wisconsin Statutes s. Comm 105.14, 105.21, or 105.23.

MLP– means Manufacturer's List Price, the price at which the manufacturer sells their products to the reseller which reflects a standard price for a product that includes all of the manufacturer's production and distribution costs, transportation, but does not include reseller profit.

MSRP– means Manufacturer's Suggested Retail Price, the price at which the manufacturer recommends resellers sell their products which reflects a standard price for a product that includes all of the manufacturer's production and distribution costs, transportation, and reseller profit.

Netbook –see definition for Portable.

Non-Professional Services – means services not defined as Professional Technical Services.

Notebook –see definition for Portable.

OEM – means Original Equipment Manufacturer. For this RFB that means the manufacturer(s) of the Intel compatible computer hardware.

OS – means Operating System.

Portable – means a computer that is a laptop, tablet, netbook or notebook form that can perform the functions of a Desktop computer, can integrate with a network, includes the operating system, and have a minimum manufacturer warranty. Mobile Devices are not included in this RFB.

Power Protection and Accessories – means, but is not limited to, batteries, power adapters and inverters, surge suppressors, UPS/Battery Back-up and related products.

Procurement – means the process of obtaining goods, including all activities from the planning process, preparation, and processing of a requisition, through receipt and approval of the final invoice for payment.

Procuring Agency – means the State agency which conducts the competitive procurement process.

Professional Technical Services – means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation.

Request for Bid (RFB) – means the competitive procurement process used by the State to award Contracts to the lowest responsive responsible Bidder.

SBOP – means the Department of Administration’s State Bureau of Procurement.

Services - means all products, support, recommendations, research, and documentation provided by the Bidder necessary to accomplish those requested by the State.

Specification – means a description of the minimum requirements as determined by the Procuring Agency that shall be met to be considered for a contract award. A specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing, or preparing a supply item for delivery, or the necessary performance criteria.

State – means a State of Wisconsin office, department, agency, institution of higher education, association, society or other body in state government created or authorized to be created by the constitution or any law which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.

State Business Hours – means 8:00 a.m. to 5:00 p.m. Monday through Friday.

State Holidays – means January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25 and December 31.

Subcontract - means any agreement, written or oral, financial or non-financial, between the Bidder and any other party to fulfill the requirements and performance obligations of the Contract, including any agreement between the Bidder or a Subcontractor and any other provider of goods and services when the Subcontractor is acting for or on behalf of the Bidder.

Subcontractor – means any entity that enters into any agreement with the Bidder for the purpose of delivering Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services under the requirements of the Contract.

Tablet – see definition for Portable.

Ultra-Light – see definition for Portable.

Verifiable Price List – means prices recorded in a catalog, price list, schedule, reseller cost list, MSRP, MLP or other verifiable and established record that is regularly maintained by the manufacturer and is published or otherwise available for customer inspection.

VPAT – means the Voluntary Product Accessibility Template, a tool used to document a product’s conformance with the accessibility standards under Section 508 of the Rehabilitation Act. The purpose of the VPAT is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial “Electronic and Information Technology” products and services with features that support accessibility.

Wisconsin’s Cooperative Purchasing Service – means Wisconsin statutes (s. 16.73, Wis. Stats.) that establish authority to allow Wisconsin municipalities to purchase from state contracts. A "municipality" is defined by statute as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

- 1.9 **VENDORNET REGISTRATION:** Only Bidders registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. The State of Wisconsin's purchasing information and bidder notification service is available at no charge to all businesses and organizations that want to sell to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on State purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Bidders may use the same web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the State. A registration with notification guarantees the organization will receive an e-mail message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, State Agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Bidders also may receive e-mail notices of these simplified bid opportunities.

2.0 BID PROCEDURES AND INSTRUCTIONS

- 2.1 **METHOD OF BID:** Bidders shall submit one (1) original Bid document, marked as such, three (3) copies of the bid document, marked as such, and one (1) electronic version (e.g., CD-ROM or a portable USB flash/thumb drive) of all materials required by the RFB for acceptance of their Bid by the deadline shown on the Request for Bid form (first page of this RFB) to:

<u>USPS ADDRESS</u>	<u>COMMON CARRIER ADDRESS</u>
Zachary Lehman State Bureau of Procurement WI Department of Administration P.O. Box 7867 Madison, Wisconsin 53707-7867	Zachary Lehman State Bureau of Procurement WI Department of Administration 101 East Wilson Street, 6 th Floor Madison, Wisconsin 53703-3405

Bids shall be received in the above office not later than [2:00 p.m., Central Time, on Thursday, June 16, 2011](#). All Bids shall be date and time-stamped in by the State Purchasing Office prior to the stated time. Bids not so stamped will be considered late. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the State Purchasing Office.

All Bids shall be packaged and sealed in a box or envelope, and show the following information on the outside of the package:

- Bidder's Company Name and Address
- Request for Bid Title (Intel Compatible Computer Hardware, Accessories Services and Professional Technical Services)
- Request for Bid Number (28051-ZL)
- Bid Due Date (June 16, 2011)

Late Bids will not be accepted for any reason. Bids that are not securely sealed will not be accepted for any reason.

- 2.2 **CALENDAR OF EVENTS:** Listed below are important dates and times by which actions related to this RFB shall be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

DATE	EVENT
Friday, May 20, 2011	Date of issue of the RFB.
10 a.m., Central Time, Tuesday, May 31, 2011	Deadline for submitting written questions.
Friday, June 3, 2011 (estimated)	State's response to submitted questions published on VendorNet web site.
2:00 p.m., Central Time, Thursday, June 16, 2011	Bids due from Bidders.

2.3 **FORMAT OF BID:** Bidders shall comply with the following format requirements. The State reserves the right to exclude any Bids from consideration that do not follow the required format as instructed below. Bid shall be typed and submitted on 8.5 by 11 inch paper and securely bound. Bid shall be organized and presented in the order and by the section numbers assigned in the RFB. Altering the order or the text of the RFB will result in disqualification of the Bid.

Bid shall be organized with the following headings and subheadings. Each heading and subheading shall be separated by tabs or otherwise clearly marked.

Tab 1 - Signed Request for Bid Sheet, DOA-3070 (first page of this RFB): DOA-3070 shall be signed by the person in the Bidder's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

Tab 2 - Table of Contents: Provide a table of contents listing each section of the Bid, including the attachments specified in this RFB and any additional materials submitted.

Tab 3 – Bidder Organizational Qualifications in Section 5.0:

These statements are pass/fail, and the appropriate box after “Read, understand and comply. Yes No” shall be checked. A non-response or checking the “No” box will represent the Bidder's inability to comply with the mandatory requirement.

Tab 4 – Bidder Technical Specifications in Section 6.0:

These statements are pass/fail, and the appropriate box after “Read, understand and comply. Yes No” shall be checked. A non-response or checking the “No” box will represent the Bidder's inability to comply with the mandatory requirement.

Tab 5 – Pricing Requirements in Section 7.0 and Pricing Sheets in Attachment A:

- #1 Desktop Minimum Baseline Standard Configuration
- #2 Desktop Minimum Baseline Standard Configuration
- #3 Workstation Minimum Baseline Standard Configuration
- #1 Portable Minimum Baseline Standard Configuration
- #2 Portable Minimum Baseline Standard Configuration
- #3 Portable Minimum Baseline Standard Configuration
- Services and Professional Technical Services
- Cost plus **OR** discount from a Verifiable Price List

Tab 6 – Completed Required Forms and Additional Information Submission Checklist:

- Vendor Agreement Wisconsin's Cooperative Purchasing Service (DOA-3333) (Section 4.4)
- Bidder OEM Capabilities (Section 4.5)
- Bidder Purchasing Card Information (DOA-3766) (Section 4.8)
- Bidder Reference (DOA-3478) (See requirements in Section 4.9)
- Debarment Form (Section 4.15)
- Lobbying Forms (Section 4.16)
- Leasing (Section 4.17)
- Hardware Disposal (Section 4.18)
- Bidder Information (DOA-3477) (Section 5.1.1)
- 3-Year Manufacturer's Next Business Day On-Site Parts and Labor Warranty (Section 6.3.6)
- 1-Year and 2-Year Additional Warranties (Section 6.4.6)
- Designation of Confidential & Proprietary Information (DOA-3027)

Tab 7 – Intel Compatible Computer Hardware, Accessories Services and Professional Technical Services Contract: The Contract provided with this RFB is the agreement which the State expects to execute with the successful Bidder(s). Bidders **may not** submit their own contract document as a substitute for the State's Contract. Read and follow detailed instructions provided in Section 11.0, Appendix A – Contract, regarding submission of the Intel Compatible Computer Hardware, Accessories Services and Professional Technical Services Contract with the Bid. Failure to follow the detailed instructions in Section 11.0 may result in disqualification of the Bid.

- 2.4 MULTIPLE BIDS: Multiple Bids are permissible however each Bid shall represent a single nationally recognized OEM and must conform fully to the requirements of the RFB and Bid submission, Section 2.0. Each such Bid shall be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the Bid. Alternate acquisition plans do not constitute multiple Bids.

Bidders who wish to offer a Bid for more than one nationally recognized OEM may do so but each manufacturer shall be submitted as a separate Bid.

- 2.5 INCURRING COSTS: The State of Wisconsin is not liable for any cost incurred by a Bidder in the process of responding to this RFB.

- 2.6 QUESTIONS: Questions concerning this RFB shall be submitted in writing using email (no telephone calls) on or before **10:00 a.m., Central Time, Tuesday, May 31, 2011**, to Zachary Lehman at zachary.lehman@wisconsin.gov.

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document or the attached Contract (Appendix A) at this point in the RFB process. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder should notify the above named individual by the above named date and time of such error and request modification or clarification of the RFB document.

All communications on all matters regarding this RFB shall refer to Request for Bid number 28051-ZL and be directed to Zachary Lehman using the email address above.

All questions regarding content of this RFB shall be in writing and directed to Zachary Lehman using the email address above.

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

From the date of release of this RFB, until a letter of intent to award a contract is issued, all contacts with State Agency and University of Wisconsin System personnel, excluding that necessary to conduct existing day-to-day business, regarding this RFB shall be made through Zachary Lehman in the State Bureau of Procurement's Division of Enterprise Operations/Department of Administration. **Violation of this condition may be considered sufficient cause for automatic disqualification of a Bid.**

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

3.0 BID ACCEPTANCE, REVIEW AND CONTRACT AWARD

- 3.1 **BID OPENING:** Bids will be opened on Tuesday, May 24, 2011 at 2:00 p.m., Central Time, at the DOA Building at 101 E. Wilson St., 6th floor, Madison, WI 53703. Names of the Bidders will be read aloud at that time.
- 3.2 **BID ACCEPTANCE:** Bids which do not comply with instructions or are unable to comply with qualifications and specifications contained in this RFB will be disqualified by the State. The State may request reports on a Bidder's financial stability and if financial stability is not substantiated may disqualify a Bid. The State retains the right to accept or disqualify any or all Bids, or accept or disqualify any part of a Bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFB.
- 3.3 **BID REVIEW:** Bids will be reviewed by DOA's Procurement Manager to verify that they meet all qualifications and specifications in this RFB.
- 3.4 **MINORITY BUSINESS ENTERPRISE PREFERENCE:** The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.03(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the State's purchasing program.

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

The supplier/contractor shall furnish appropriate quarterly information about its effort to achieve this goal, including the identities of such enterprises certified by the Wisconsin Department of Commerce and their contract amount.

- 3.5 **NOTIFICATION OF INTENT TO AWARD A CONTRACT:** All Bidders who provide a Bid will be notified in writing of the State's intent to award the Contract(s) as a result of this RFB.

After notification of the intent to award a contract is made, under the supervision of SBOP staff, copies of Bids will be available for public inspection 8:30 A.M. to 3:00 P.M., Central Time, at 101 East Wilson Street, 6th Floor, Madison, Wisconsin. Bidders may schedule reviews with Zachary Lehman, 608-261-8552 or zachary.lehman@wisconsin.gov, to ensure that space is available for the review.

4.0 SPECIAL CONDITIONS OF RFB 28051-ZL AND SUBSEQUENT CONTRACT(S)

- 4.1 QUESTIONS: Bidder understands and agrees that Bidder has an affirmative duty to inquire about and seek clarification of any question or other item in the RFB that Bidder does not fully understand or that Bidder reasonably believes is susceptible to more than one interpretation.
- 4.2 FREIGHT (F.O.B.): Orders shall be shipped F.O.B. Destination, prepaid and allowed. Freight costs shall be included in the Bid unit price. Expedited or overnight deliveries, if requested by the Customer, may be a billable cost and shall be itemized in the written quotation and invoice.
- 4.3 STATE CONTRACT MANAGER: DOA's State Bureau of Procurement will manage the Contract(s). Contractors will meet with individual Customers, upon request, for both pre-sales issues and to resolve problems. Any problems that cannot be resolved between the Customer representative and the Contractor will be referred to the Contract Manager located in DOA's SBOP. The Contract Manager will inform the Contractor, in writing, of the unresolved issues and Contractor will respond, in writing, with proposed corrective actions within ten (10) business days following receipt of such notification. The State and/or the Contractor may request meetings to address unresolved Contract issues. The State's Contract Manager for this Contract is Zachary Lehman or successor.
- 4.4 VENDOR AGREEMENT WISCONSIN'S COOPERATIVE PURCHASING SERVICE: Commodities and services shall be made available to entities that qualify to purchase from State contracts under Wisconsin's Cooperative Purchasing Service. See Vendor Agreement – Wisconsin's Cooperative Purchasing Services (DOA-3333), attached at the end of this RFB, for definitions and other information on those entities. Entities that qualify to purchase from State contracts shall be able to obtain the commodities and services procured under the Contract at the same rates agreed to by the State and the Bidder. The State will assist the Contractor in determining the status of potential entities that qualify to purchase from State contracts.

Bidder shall return the fully completed Vendor Agreement Wisconsin's Cooperative Purchasing Service form with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

- 4.5 BIDDER OEM CAPABILITIES: Bidder shall be the OEM or an authorized reseller or distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor. If an authorized reseller or distributor or a manufacturer's representative is submitting a Bid on behalf of the OEM, it shall either: Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative, or provide a letter from the OEM or its distributors stating it is authorized to sell the product and that all OEM equipment warranties are applicable.

Contractor shall retain their certification as an OEM or an authorized reseller or distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor throughout the life of the Contract, including optional renewal periods. Failure to do so shall result in cancellation of the Contract.

Evidence and/or certification of the Bidder's OEM capabilities shall be submitted with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

- 4.6 ANSI: Manufacturer and facility or facilities where Intel compatible computer hardware and products are manufactured, configured and tested shall be an ANSI certified facility. Bidder shall, upon request by the State, provide evidence of ANSI facility certification(s).
- 4.7 PRODUCTS AND SERVICES: Since technology is changing and will change over the life of the Contract(s), the State reserves the right to add or delete products and/or services, and/or expand or decrease Minimum Baseline Standard Configurations over the life of the Contract(s). This includes adding non-OEM Accessories for optional purchase. This will be at the sole discretion of the State to review and approve additional Minimum Baseline Standard Configurations and/or Intel compatible computer products through a formal written approval process, including mutually agreed upon pricing.

- 4.8 PURCHASING CARDS: Bidder shall accept the State's Purchasing Card for order placement, in addition to accepting a purchase order, Note: Purchase Cards may be used for hardware and software ONLY. No services (e.g., installation) may be purchased using the State's Purchasing Card.

Bidder shall return the fully completed Bidder Purchasing Card Information form (DOA-3766) with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

- 4.9 BIDDER REFERENCES: Bidder shall have experience as an OEM or an authorized reseller or distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor providing Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services on contracts with similar size and scope, government and/or non-government.

Bidder shall include in its Bid a completed Vendor Reference Form (DOA-3478), which is attached at the end of this RFB, listing at least four (4) names of organizations with whom the Bidder has done business similar to that required by this RFB within the last three (3) years. For each client, customer, buyer, or organization listed, the Bidder shall include the company name, address, contact person and telephone number along with a brief description of the product/service, which was the basis for the business relationship. The Agency will determine which, if any references, to contact to assess the quality of the product/service.

Bidder shall return the completed Vendor Reference Form with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

- 4.10 RECORDKEEPING AND RECORD RETENTION: Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with federal, state and local ordinances.

Duly authorized representatives of the State, the Wisconsin Legislative Audit Bureau, and 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 the RFB 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.

- 4.11 REPORTS: Contractor shall provide to the State's Contract Manager on a monthly basis detailed electronic reports in MS EXCEL format of all expenditures incurred under the Contract. Monthly reports shall reflect the previous month's expenditures against the Contract and shall be submitted to the State's Contract Manager no later than fifteen (15) calendar days after the end of each month. The reporting period starts on the date the Contract is published on VendorNet.

Monthly report shall include, but is not limited to:

- Customer
- Product identification or Stock-Keeping Unit (SKU) number
- Unit price of each product
- Quantity of each product
- Extended price of each product
- Sub-total sum of all products
- Any additional charges that are allowed according to the language of the Contract
- Purchase order number
- Contract number
- Serial number(s) for each product listed
- Grand total spent against the Contract during the reporting period

- 4.12 LIQUIDATED DAMAGES: The State declares, and the Contractor agrees, that the State may suffer damages due to lack of performance of the terms and conditions of the Contract by the Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such non-performance, the State and the Contractor agree that in the event of any such non-performance obligations or goals, the amount of damage to the State from such non-performance shall be the amounts set forth below. The Contractor shall pay said amounts as liquidated damages and not as a penalty.

- 4.13 **SUBCONTRACTING:** Subject to approval of the State's Contract Manager, Bidder may Subcontract any work to be performed under the Contract. Bidder will be responsible for all work done by a Subcontractor.

Subcontractors shall be eligible to do work in the State of Wisconsin (e.g., not on the Contract Compliance or Wisconsin's Department of Revenue ineligible lists). All Subcontractors are subject to the approval of DOA. The type of information that DOA may request to substantiate the proposed Subcontractor's qualification includes, but is not limited to:

- The amount of experience completing work similar to that required;
- Customer references as to the quality of work the proposed Subcontractor has provided on past projects;
- The extent of available staffing and financial resources of the proposed Subcontractor;
- The Contractor's intended method of monitoring the proposed Subcontractor's work;
- The level of supervision of the Subcontractor's work which the Contractor will provide;
- Any other information regarding the proposed Subcontractor's ability to complete the work.

- 4.14 **MODIFICATIONS OF CONTRACT:** Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation will be valid. No alterations outside of the general scope and intent of the original Request for Bid (RFB) or in excess of allowable and accepted price changes will be made.

- 4.15 **DEBARMENT:** Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Agency from doing business with the Federal Government. Information on debarment is available at the following websites: www.epls.gov and www.arnet.gov/far/.

The Debarment Form shall be signed if the Bidder is not debarred from Federal contracts. If the Bidder is debarred, the Bidder shall disclose this information to the State of Wisconsin in its Bid response by attaching specific documents or information regarding the debarment.

Bidder shall return the completed Debarment Form, attached at the end of this RFB, with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

- 4.16 **LOBBYING:** The Lobbying Form is a Federal form that shall be on file with State Agencies that receive Federal Funds and who spend more than twenty-five thousand dollars (\$25,000) per contract.

If the Bidder does not conduct any Lobbying, sign the Lobbying Form and return with Bid along with blank Disclosure of Lobbying Activities Forms.

If the Bidder does any type of Lobbying activities, the Bidder shall also complete the two (2) Disclosure of Lobbying Activities Forms in addition to the completed Lobbying Form.

Bidder shall return the completed Lobbying Form, attached at the end of this RFB, with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

- 4.17 **LEASING:** Bidders that have standard leasing programs available for State use shall submit leasing program information with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid. This is informational only and will not be used to calculate award of Contract(s).

- 4.18 **HARDWARE DISPOSAL:** Bidders that have resources and/or services for disposal of hardware available for State use shall submit a description of the service(s) and should include pricing. Hardware disposal may include, but is not limited to, destruction of data on all computer hard drives following United States Department of Defense 5220-22-M 3 pass standards, palletizing computer cases, disposal of power cords, disposal of computer cables, and disposal of keyboards and mice. Hardware disposal descriptions and pricing shall be submitted with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid. The hardware disposal pricing is informational only and will not be used to calculate award of Contract(s).

5.0 BIDDER ORGANIZATIONAL QUALIFICATIONS

All Bidder Organizational Qualifications are mandatory. The Bidder shall meet the requirements detailed by the State in each section. Failure to comply with a mandatory requirement will disqualify the Bid from further consideration under this procurement, unless all Bidders are unable to comply. These statements are pass/fail, and the appropriate box after "Read, understand and comply. Yes No" shall be checked. A non-response or checking the "No" box will represent the Bidder's inability to comply with the mandatory requirement, and the Bid will be disqualified.

Section 5.0 shall be returned with the Bid under Tab 3 in accordance with directions provided in Section 2.3, Format of Bid.

5.1 BIDDER INFORMATION

5.1.1 Bidder shall complete and return form DOA-3477 Bidder Information, attached at the end of this RFB, with the Bid under Tab 6 in accordance with the directions in Section 2.3, Format of Bid.

Read, understand and comply. Yes No

5.1.2 Bidder shall currently be in business supplying Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services to customers similar to the State of Wisconsin for a minimum period of three (3) years.

Read, understand and comply. Yes No

5.1.3 Bidder shall, upon request, provide documentation which verifies Bidder's annual sales, financial stability and a positive cash flow. The State may require any or all of the following:

- Compiled Income Statement from a Certified Public Accounting Firm, which verifies their claim.
- An Annual Report which contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm.
- Reports on financial stability from independent financial rating services in order to further substantiate stability.

Read, understand and comply. Yes No

5.2 BIDDER LINE OF CREDIT: Bidder shall have sufficient lines of credit to sustain an uninterrupted flow of products to the ordering Customers and to meet all requirements of this RFB. Bidder, upon request, shall provide documentation of their line(s) of credit.

Read, understand and comply. Yes No

5.3 STATEWIDE COVERAGE: Bidder shall provide Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services to Customers throughout the State of Wisconsin. All parts of the State of Wisconsin shall be covered without exception.

Read, understand and comply. Yes No

5.4 MANUFACTURER CONTACT: Bidder shall provide OEM contact information upon request.

Read, understand and comply. Yes No

5.5 CONTRACT ADMINISTRATOR: Bidder shall designate a Contract Administrator with full authority, on the Contractor's behalf, to oversee all matters pertaining to the Contract. This includes assuming responsibility and liability for all problems related to all Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services provided under the Contract. Changes in Contractor Contract Administrator information shall be communicated to the State's Contract Manager within one (1) business day of change.

Read, understand and comply. Yes No

- 5.6 **CONTRACTOR PERSONNEL:** Bidder shall consider the number of Contractor Personnel necessary to fulfill all of the requirements of this RFB. Contractor Personnel serve as the first point of contact in providing general product and price information, consulting and systems configuration advice.
- 5.6.1 Contractor Personnel assigned to the State accounts shall be knowledgeable about all aspects of the Contract.
Read, understand and comply. Yes No
- 5.6.2 Contractor Personnel assigned to the State accounts who are dispatched to Customer's location shall submit to a background check and sign a non-disclosure form if requested to do so by the Customer.
Read, understand and comply. Yes No
- 5.6.3 Contractor Personnel assigned to the State accounts shall provide assistance to Customers for the following, but not limited to, minimum Contract requirements:
- Product knowledge and product needs
 - Instructions on the ordering process
 - Assistance with product use rights
 - Obtaining End User License Agreements (EULAs) when necessary
 - Compliance knowledge
 - Pre-sales design and engineering
 - Product configuration
 - Providing accurate pricing
 - Expediting orders
 - Handling warranty matters
- Read, understand and comply.** Yes No
- 5.6.4 Bidder shall provide names, addresses, telephone numbers, fax numbers and e-mail addresses of Contractor Personnel that will support the Contract. This information shall be provided to the State's Contract Manager, electronically using Microsoft Word, following intent to award a Contract and prior to the beginning of the Contract. The State shall publish this information on VendorNet at Contract start. Changes in Contractor Personnel shall be communicated to the State's Contract Manager within one (1) business day of the change.
Read, understand and comply. Yes No
- 5.7 **MEETINGS ON-SITE AT CUSTOMER LOCATION:** Contractor's Personnel shall, if requested, meet on-site at Customer's location anywhere within the State of Wisconsin. Bidder should be aware that Customers will require regular on-site visits from Contractor's Personnel and should take this into consideration when submitting pricing. Bidder may not charge Customer for such meetings and Bidder is responsible for the cost of round trip travel, meals and vehicle parking.
Read, understand and comply. Yes No
- 5.8 **EMERGENCY PREPAREDNESS AND SERVICE AVAILABILITY:** Contractor shall identify emergency contact people for sales and support, including names, telephone numbers, and e-mail addresses. Emergency preparedness and service availability information shall be provided to the State's Contract Manager following intent to award a Contract and prior to the beginning of the Contract. Changes in emergency preparedness and service availability information shall be communicated to the State's Contract Manager within one (1) business day of the change. This information shall be communicated to Customers only in the event of a disaster.
Read, understand and comply. Yes No
- 5.9 **RESPONSE TO COMMENTS/QUESTIONS:** Contractor's Personnel shall respond, via e-mail or telephone, with answers to any comments or questions (non-service requests) from Customers within one (1) business day. Contractor's Personnel should respond to the Customer on all comments, questions or requests older than two (2) business days with an estimated time that the Customer should receive their answer along with the reason for the delay. Contractor's Personnel shall be responsible for follow-through to ensure that all requests for information are answered.
Read, understand and comply. Yes No

- 5.10 PRE-SALES DEMONSTRATIONS: Bidder shall provide, upon request, models for demonstration or evaluation purposes. Customer and Bidder shall mutually agree upon the number of models and length of demonstration or evaluation. This shall be reasonably based upon model availability. Models should be the same as those offered on the Contract. Bidder should provide the demonstration or evaluation models within fifteen (15) business days after request.
Read, understand and comply. Yes No
- 5.11 ADDITIONAL PRICING DISCOUNTS
- 5.11.1 Contractor shall be an advocate for the State of Wisconsin to research and investigate ways to support and help Customers obtain the best pricing possible on manufacturer's products or programs. Contractor shall be proactive in this area and bring ideas on how to obtain better (lower cost) prices to the State's Contract Manager and Customers.
Read, understand and comply. Yes No
- 5.11.2 Contractor shall promptly notify the State's Contract Manager and Customers of any promotions or better prices offered by manufacturer. This could include a better price column on a manufacturer's price list. Products purchased during a promotion or if better prices are offered shall be invoiced at the promotion price or better price even if the State's Contract Manager was not made aware of the offer.
Read, understand and comply. Yes No
- 5.11.3 Contractor shall provide details to the State's Contract Manager all information about any educational discount programs available to K-12 and/or higher education.
Read, understand and comply. Yes No
- 5.12 WEBSITE: Bidder shall have a secure online system for Customer to use to view contracted product specifications and to be used as a basis for obtaining pricing.
- Online pricing shall match Contract pricing.
 - Each Customer shall be provided, upon request, a unique account and login within two (2) business days following the request with a follow-up email confirmation.
 - The State's Contract Manager shall be advised when a State Agency or campus of the University of Wisconsin System online account is set up.
- Read, understand and comply.** Yes No
- 5.13 QUOTATIONS: Customer retains the option to request quotations using either a Bidder written format or via the online website. At a minimum all pricing quotations shall be/include:
- Provided within two (2) business days from Customer request
 - Valid for sixty (60) days
 - Product identification number
 - Unit price of each product
 - Quantity of each product
 - Extended price of each product
 - Sub-total of the sum of all products
 - Any additional charges that are allowed according to the language of the Contract
 - Grand total of the sum of all product, services and other items
- Read, understand and comply.** Yes No
- 5.14 ORDERS
- 5.14.1 Customers shall place orders directly with the Contractor. Within two (2) business days following placement of an order, Contractor shall contact the Customer to verify pricing and establish exact shipping and delivery dates.
Read, understand and comply. Yes No
- 5.14.2 Bidder's pricing at the time of order shall be computed on the contractual pricing in effect on the day an order is placed. Price increases will not affect orders placed prior to the effective date of such changes.
Read, understand and comply. Yes No

5.15 PRODUCT DELIVERY

5.15.1 Product shipments shall include a label, visible on the outside of the box and include the following information:

- Customer purchase order number
- Customer address
- Customer name, department and floor (if applicable)
- Customer contact name
- Customer telephone number
- Number of parcels

Read, understand and comply. Yes No

5.15.2 Product shipments shall include a packing slip that contains, at a minimum, the following information:

- Customer purchase order number
- Line item description
- Quantity ordered
- Quantity included in shipment
- Back-ordered items
- Serial numbers for each product listed

Read, understand and comply. Yes No

5.15.3 Contractor shall provide delivery of product within fifteen (15) business days following receipt of orders for one-hundred (100) or fewer units. Variation to this requirement shall be mutually agreed upon by the ordering Customer and the Contractor at the time of order placement.

Read, understand and comply. Yes No

5.15.4 Contractor shall notify Customer within two (2) business days following receipt of an order if delivery will be delayed due to a documented back-order. Contractor shall provide Customer a firm delivery date for back-ordered product. Customer retains the option to mutually agree to the firm delivery date of the back-ordered product or cancel the order.

Read, understand and comply. Yes No

5.16 INVOICES

5.16.1 Contractor invoices shall match individual line items as listed on the purchase order authorizing the purchase of product or services, including but not limited to:

- Product identification number and/or Stock-Keeping Unit (SKU)
- Unit price of each product
- Quantity of each product
- Extended price of each product
- Sub-total sum of all products
- Any additional charges that are allowed according to the language of the Contract
- Purchase order number
- Contract number
- Serial number(s) for each product listed

Read, understand and comply. Yes No

5.16.2 Contractor invoices shall be submitted in accordance with Section 11.0 of Standard Terms and Conditions, form DOA-3054, and priced as stated in the Contract. Services and Professional Technical Services shall be priced as stated in the Contract. Contractor invoices shall be sent to the address specified by the Customer and within thirty (30) days following delivery.

Read, understand and comply. Yes No

5.16.3 Contractor shall issue a single invoice per purchase order for all products and services, unless products are on back-order or a split order is requested.

Read, understand and comply. Yes No

5.16.4 All payments to the Contractor's Subcontractors shall be the responsibility of the Contractor. No invoices from the Contractor's Subcontractors shall be accepted.
Read, understand and comply. **Yes** **No**

5.17 **PRODUCT RETURNS**

5.17.1 **NON-DEFECTIVE PRODUCT:** Non-defective product(s) that conform to the specifications of an order may be returned within fifteen (15) days of invoice date. There shall be no charge to the Customer, including restocking fees and shipping. Amount credited or refunded to the Customer shall be equal to the price of the non-defective product(s). If non-defective product(s) is not returned within fifteen (15) days of invoice date Bidder is allowed to charge Customer a restocking fee of up to fifteen percent (15%) of the purchase price.
Read, understand and comply. **Yes** **No**

5.17.2 **DEFECTIVE PRODUCT:** Defective products, as determined by the Customer, may be returned within thirty (30) days of receipt by the Customer. There shall be no charge to the Customer, including restocking fees and shipping. Customer retains the option to request that the defective product be replaced or cancel the order. Amount credited or refunded, if necessary, to the Customer shall be equal to the price of the defective product(s).
Read, understand and comply. **Yes** **No**

5.17.3 **NON-CONFORMING PRODUCT:** Non-conforming products, as determined by the Customer based on specifications on the order or Contract, may be returned within thirty (30) days of receipt by the Customer. There shall be no charge to the Customer, including restocking fees and shipping. Customer retains the option to request that the non-conforming product be replaced or cancel the order. Amount credited or refunded, if necessary, to the Customer shall be equal to the price of the non-conforming product(s).
Read, understand and comply. **Yes** **No**

6.0 TECHNICAL SPECIFICATIONS

All Technical Specifications are mandatory. The Bidder shall meet the requirements detailed by the State in each section. Failure to comply with a mandatory requirement will disqualify the Bid from further consideration under this procurement, unless all Bidders are unable to comply. These statements are pass/fail, and the appropriate box after "Read, understand and comply. Yes No" shall be checked. A non-response or checking the "No" box will represent the Bidder's inability to comply with the mandatory requirement, and the Bid will be disqualified.

Section 6.0 shall be returned with the Bid under Tab 4 in accordance with directions provided in Section 2.3, Format of Bid.

6.1 HARDWARE

6.1.1 Equipment shall be Underwriter Laboratories (UL) safety approved. Documentation shall be provided upon request.

Read, understand and comply. Yes No

6.1.2 Equipment shall be Federal Communication Commission (FCC) approved for commercial use. Documentation shall be provided upon request.

Read, understand and comply. Yes No

6.1.2 Equipment shall be enterprise-class, designed for enterprise customers and offering consistency of components in order to provide model stability and availability over extended periods of time. Home or consumer grade equipment will not be accepted.

Read, understand and comply. Yes No

6.1.3 Minimum Baseline Standard Configuration computer models shall have a minimum twelve (12) month production life cycle.

Read, understand and comply. Yes No

6.1.4 Computer models shall be certified DIM compliant and meet current CIM standards. Documentation shall be provided upon request.

Read, understand and comply. Yes No

6.1.5 Equipment and accessories shall be new and unused made of first class materials. Used, remanufactured, or refurbished equipment will not be acceptable unless the Customer provides approval, in writing, to substitute used, remanufactured or refurbished equipment.

Read, understand and comply. Yes No

6.1.6 Documentation and operating manuals necessary to install, operate and maintain equipment shall be provided, at no additional cost, for all computer hardware that is purchased. Customer retains the option to select documentation and operating manuals in either an already printed format, electronic version, or both.

Read, understand and comply. Yes No

6.2 ENVIRONMENTAL

6.2.1 Electronic Product Environmental Assessment Tool (EPEAT) is an environmental procurement tool designed to help institutional purchasers in the public and private sectors evaluate, compare, and select desktop computers, laptops and monitors based on the environmental attributes of the product. General information on the criteria of EPEAT can be found at <http://www.epeat.net>.

Each Minimum Baseline Standard Configuration states the minimum EPEAT certification required in this RFB. Bidder shall provide verification of EPEAT certification at the required level, upon request.

Read, understand and comply. Yes No

6.2.2 The State is committed to energy saving and environmentally friendly devices. Energy efficient and environmentally friendly devices shall be included in the product offering. Bidder shall be responsible for identifying, emphasizing, and providing energy efficient devices in the products covered in this RFB.

For example:

- Equipment shall meet applicable Energy Star standards.
- Monitor screens shall not emit electrostatic and electromagnetic radiation.
- All products capable of meeting Energy Star low-power enabled features shall be shipped with the Energy Star low-power feature activated or enabled unless otherwise agreed upon by the State.
- Products shipped without the Energy Star seal affixed to the product shall include the manufacturer's certification specifying that such products are Energy Star compliant.

Read, understand and comply. Yes No

6.3 MINIMUM BASELINE STANDARD CONFIGURATION WARRANTY

6.3.1 A three (3) year manufacturer's next business day on-site parts and labor warranty shall be included in the pricing of all Minimum Baseline Standard Configurations.

Read, understand and comply. Yes No

6.3.2 Three (3) year manufacturer's next business day on-site parts and labor warranty coverage for daytime on-site maintenance shall, at a minimum, start at 8:00 a.m. and extend to 5:00 p.m., Monday through Friday, excluding State Holidays.

Read, understand and comply. Yes No

6.3.3 Contractor shall contact the Customer within one (1) business hour following an initial trouble call.

Read, understand and comply. Yes No

6.3.4 Contractor shall supply, upon request, loaner equipment of equal or greater value and functionality during the time warranty repairs are being completed. The Customer shall incur no additional cost.

Read, understand and comply. Yes No

6.3.5 Contractor shall be responsible for coordinating all warranty issues with OEM and making sure the warranty and maintenance service is provided.

Read, understand and comply. Yes No

6.3.6 Bidder shall submit a written copy or detail of the three (3) year manufacturer's next business day on-site parts and labor warranty with the Bid under Tab 6 in accordance with directions provided in Section 2.3, Format of Bid.

Read, understand and comply. Yes No

6.4 MINIMUM BASELINE STANDARD CONFIGURATION -- ADDITIONAL WARRANTIES

6.4.1 Bidder shall have available two (2) additional warranties that may be purchased at the Customer's discretion:

- Additional one-year warranty (total of four years)
- Additional two-year warranty (total of five years)

Read, understand and comply. Yes No

6.4.2 Customer may opt to purchase either an additional one-year or two-year warranty at the time of initial equipment purchase or at any time prior to the expiration of the three (3) year Minimum Baseline Standard Configuration warranty as described in Section 6.3, Minimum Baseline Standard Configuration Warranty.

Read, understand and comply. Yes No

- 6.4.3 The one-year and two-year additional warranties shall include next business day on-site parts and labor coverage for daytime on-site maintenance that, at a minimum, starts at 8:00 a.m. and extends to 5:00 p.m., Monday through Friday, excluding State Holidays.
Read, understand and comply. Yes No
- 6.4.4 Contractor shall contact the Customer within one (1) business hour following the initial trouble call.
Read, understand and comply. Yes No
- 6.4.5 Contractor shall supply, upon request, loaner equipment of equal or greater value and functionality during the time warranty repairs are being completed. The Customer shall incur no additional cost.
Read, understand and comply. Yes No
- 6.4.6 Contractor shall be responsible for coordinating all warranty issues with OEM and making sure the warranty and maintenance service is provided.
Read, understand and comply. Yes No
- 6.4.6 Bidder shall submit a written copy or detail of both the one-year and two-year additional warranties for next business day on-site parts and labor with the Bid under Tab 6 in accordance with directions provided in Section 2.3, Format of Bid.
Read, understand and comply. Yes No
- 6.5 **REPLACEMENT PARTS**
- 6.5.1 OEM replacement parts, or comparable components, shall be available for all computer models that are purchased from the Contract throughout the duration of the equipment's warranty or for two (2) years after withdrawal of a product, whichever is longer.
Read, understand and comply. Yes No
- 6.5.2 Replacement parts shall be from the same manufacturer as those removed in all instances unless the Customer site contact agrees, in writing, to a comparable replacement component.
Read, understand and comply. Yes No
- 6.5.3 Manufacturer's replacement parts shall inherit the residual warranty of the product/part that they replaced.
Read, understand and comply. Yes No
- 6.5.4 Replacement parts shall be delivered to the Customer site contact within five (5) business days.
Read, understand and comply. Yes No
- 6.5.5 Defective parts shall be returned to the Contractor after the replacement parts have arrived and have been installed. Contractor shall be responsible for the cost of shipping defective parts F.O.B. Destination.
Read, understand and comply. Yes No
- 6.5.6 Contractor shall be responsible for the cost of shipping warranty parts F.O.B. Destination.
Read, understand and comply. Yes No
- 6.6 **TECHNICAL SUPPORT**
- 6.6.1 Bidder shall provide basic technical support, at no additional cost, for all hardware that is purchased from this Contract.
Read, understand and comply. Yes No

6.6.2 Bidder shall provide a customer service telephone number that shall be published on VendorNet for Customers to call and request technical support and/or report equipment problems. A callback to the Customer shall take place within one (1) business hour following initial contact from the Customer.

Read, understand and comply. Yes No

6.6.3 Bidder, upon request, shall provide support for hardware issues which may require management of problems related to hardware, including warranty and service dispatch. Service dispatch shall be coordinated with the Customer's contact and/or internal help desk.

Read, understand and comply. Yes No

6.6.3 Bidder shall have access to OEM technical resources.

Read, understand and comply. Yes No

6.6.4 Bidder shall provide, either in partnership with the OEM, independently or both, on-line access to technical and marketing information through a Web browser interface.

Read, understand and comply. Yes No

6.7 SERVICES AND PROFESSIONAL TECHNICAL SERVICES

Services and Professional Technical Services outlined in this section pertain only to equipment purchased through the Contract. Services and Professional Technical Services are generally provided on a per unit basis, an hourly time and material basis, or on a project basis.

Services and Professional Technical Services include, but are not limited to:

- Imaging Service – installation of Customer supplied image to computer.
- Hardware Installation Service – installation of additional hardware component(s) (e.g., memory, etc.) at the time of image installation.
- Asset Management – assignment of an electronic or physical asset tag with a unique number. This could include warranty registration to activate new equipment registering of software licenses, interfacing to a Customer asset tracking and financial systems and automated tracking. Contractor shall use one of the following methods based on the Customer's choice:
 - Supplied or cosigned tags
 - Electronic asset tags in the CMOS
 - Custom box labels
- Asset Tracking – information tracking of order status, location, ownership, and financial or cost attributes of hardware and software products.
- BIOS update – adding the serial number, asset tag number, modifying an existing setting and/or other updates including installing an updated version of the BIOS itself.
- Deployment – installation of new computer hardware at a Customer's desk. Includes un-boxing, placing on desk, setting up hardware and cables, power-up and preparation for a complete installation.
- Roll Down – redeployment of existing Customer owned computer hardware at Customer's desk. May include imaging, un-boxing, setting up hardware and cables, power-up and preparation for a complete installation.
- Software Installation – installation of additional software not part of the original image, but required by the Customer.
- Project Management – planning, monitoring and controlling all aspects of a project and the motivation of all those involved in it to achieve the project objectives on time and to the specified cost, quality and performance.

6.7.1 Bidder shall, upon request, provide Services and Professional Technical Services statewide. This includes, but is not limited to, survey at Customer's location to review and understand space, electrical, safety and cabling requirements for power, voice and data lines. A formal site preparation survey may be requested by the Customer.

Read, understand and comply. Yes No

6.7.2 Bidder shall, upon request, provide Customer a detailed statement of work that itemizes project responsibilities and deliverables.

Read, understand and comply. Yes No

- 6.7.3 Bidder shall submit Services and Professional Technical Services pricing in two (2) ways:
- Per unit basis (e.g., BIOS update) in the form of the cost per unit
 - Hourly time and material (e.g., Project Management) in the form of “maximum hourly pricing allowed”

Read, understand and comply. **Yes** **No**

- 6.7.4 Customer retains the right to negotiate hourly time and material Services and Professional Technical Services pricing on a project-by-project basis.

Read, understand and comply. **Yes** **No**

7.0 PRICING REQUIREMENTS

- 7.1 Bidder understands and agrees that Bid pricing will remain in full force and in effect for at least one-hundred and eighty (180) days from the Bid due date.
- 7.2 Bidder understands and agrees that the cost of going to a Customer site including, but not limited to, round trip travel, meals and vehicle parking shall be the Bidder's responsibility and not the Customer's.
- 7.3. Bidder understands and agrees that percentages for cost plus on and/or discount from a Verifiable Price List shall not be changeable in a way that creates additional cost for Customers. This shall be in effect for the life of the Contract, including mutually agreed to optional renewal terms. Bidder's requests to improve percentage pricing shall be sent to the State's Contract Manager (zachary.lehman@wisconsin.gov). Downward price changes are automatically approved.
- 7.4 Bidder understands and agrees that requests for price changes to Minimum Baseline Standard Configurations shall be sent to the State's Contract Manager (zachary.lehman@wisconsin.gov). Downward price changes are automatically approved. Upward price changes are subject to approval and are typically only allowed when an entire industry experiences a significant event that affects prices for all Contractors.

7.5 **INSTRUCTIONS:**

7.5.1 **CONSIDERATION OF ALL INHERENT COSTS:** Prices listed in the Bid shall take into consideration all inherent costs of providing the requested goods and/or services. Bidder is responsible for paying any and all fees including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. Bidder is responsible for paying any and all travel costs including, but not limited to: round-trip travel, meals and parking. The State will not pay any additional charges beyond the prices listed in the Bid.

7.5.2 **US DOLLARS AND PERCENTAGES:** Bidder shall submit pricing in US dollars unless otherwise indicated. Percentages shall be rounded to the nearest 1/100th of a percent (e.g., 54.29% or 1.32% and NOT 54.3% or 1.3%).

7.5.3 **COMPLETE PRICING:** Bidder shall submit pricing for all items contained in Attachment A. **NOTE:** Attachment A is an EXCEL spread sheet that contains multiple tabs:

- Tab 1 of Attachment A -- #1 Desktop Minimum Baseline Standard Configuration
- Tab 2 of Attachment A -- #2 Desktop Minimum Baseline Standard Configuration
- Tab 3 of Attachment A -- #3 Workstation Minimum Baseline Standard Configuration
- Tab 4 of Attachment A -- #1 Portable Minimum Baseline Standard Configuration
- Tab 5 of Attachment A -- #2 Portable Minimum Baseline Standard Configuration
- Tab 6 of Attachment A -- #3 Portable Minimum Baseline Standard Configuration
- Tab 7 of Attachment A – Services and Professional Technical Services
- Tab 8 of Attachment A – Additional Pricing on Verifiable Price List (cost plus **OR** discount from a Verifiable Price List)

Failure to fully complete all pricing sheets will result in disqualification of the Bid.

7.5.4 **MINIMUM BASELINE STANDARD CONFIGURATION PRICING:** Minimum Baseline Standard Configuration pricing shall be offered for State Pricing, Educational Pricing, Additional One-Year (total 4 years) Warranty Pricing and additional two-year (total 5 years) warranty pricing.

Bidders are encouraged to submit, at the end of each Minimum Baseline Standard Configuration, a list and description of tools, services or upgrades included in Bidder's Minimum Baseline Standard Configuration pricing that is not already listed in the minimum requirements and for which the State will incur no additional cost. The State is especially interested in items that offer added value.

Failure to provide all required pricing will result in disqualification of the Bid.

- 7.5.5 SUBMISSION OF BID PRICING: Fully completed pricing sheets (Attachment A) shall be submitted with the Bid under Tab 5 in accordance with directions in Section 2.3, Format of Bid.

8.0 ORDER OF PRECEDENCE

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid from the successful Bidder, and additional terms agreed to, in writing, by the Department of Administration and Contractor shall become part of the Contract. Failure of the successful Bidder to accept these as a contractual agreement may result in cancellation of Contract award.

If there is a conflict or inconsistency between provisions of the resulting Contract, RFB 28051-ZL (including subsequent amendments) for Intel Compatible Computer Hardware, Accessories Services and Professional Technical Services and pricing offers, the conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. Applicable State of Wisconsin statutes and regulations.
2. The terms of the resulting Contract.
3. The terms of Bidder's Bid as accepted by the State.
4. The terms of RFB 28051-ZL, as amended, for Intel Compatible Computer Hardware, Accessories, Services and Professional Technical Services.

9.0 REQUIRED FORMS

Bidder must complete and submit the following required forms with their Bid and in compliance with instructions contained in the individual forms and directions in Section 2.3, Format of Bid.

- Completed Request for Bid Form (DOA-3070) (*first page of this RFB*)
- Designation of Confidential and Proprietary Information (DOA-3027) (*attached at the end of this RFB*)
- Bidder Information (DOA-3477) (*attached at the end of this RFB*)
- Bidder References (DOA-3478) (*attached at the end of this RFB*)
- Designation of Confidential and Proprietary Information (DOA-3027) (*attached at the end of this RFB*)
- Vendor Agreement, Wisconsin's Cooperative Purchasing Service (DOA-3333) (*attached at the end of this RFB*)
- Bidder Purchasing Card Information (DOA-3766) (*attached at the end of this RFB*)
- Debarment Form (from Section 4.15) (*attached at the end of this RFB*)
- Lobbying Forms (from Section 4.16) (*attached at the end of this RFB*)

10.0 CONTRACTUAL TERMS AND CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any Contract negotiated with any Bidder responding to this RFB. The State shall include the following contract provisions:

- Standard Terms and Conditions (DOA-3054), attached.
- Hardware Rider, attached.

Failure of the successful Bidder to accept these obligations in a contractual agreement may result in cancellation of the award.

11.0 APPENDIX A – CONTRACT BIDDER INSTRUCTIONS:

Appendix A, Contract, contains the terms and conditions which the State expects to execute in a Contract with the successful Bidder. The Bidder must respond to the provisions according to the instructions and in the format prescribed below.

Bidder's detailed written response ("Response") to Appendix A, Contract, must conform to the following:

- The Bidder shall not view the possibility of indicating required changes as an opportunity to rewrite the proposed Contract. The Bidder must accept this Contract substantially in the form written, and changes must only be made if a Bidder cannot comply with any particular requirement or provision as written. However, the State reserves the right to reject any Bidder-proposed changes during contract negotiations.
- It is imperative that the proposed Contract be reviewed at this time by everyone in Bidder's organization whose authorization or approval may be required; that the required changes fully reflect such review and are

consistent with the Bidder's proposed compliant solution with respect to the goods and services, as reflected in the Bidder's Bid.

- The Bidder shall not make conceptual objections or observations that certain sections require additional discussion or negotiation. Any required changes to the contractual language in the proposed Contract must be specific and fully detailed.
- If the Bidder cannot agree to a contractual provision as written, the Bidder must make its specific required revision to the language of the provision by striking out words or inserting required language to the text of the provision within the copy of the draft. Any new text and deletions of original text must be clearly reflected through the use of Microsoft Word's "Track Changes" function, which then requires that the Bidder's Bid be printed in color. Bidders shall avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with substantively changed provisions; wholesale substitutions of provisions shall not be made in lieu of strategic edits required to reflect Bidder-required modifications.
- Immediately after a proposed revision, the Bidder must add a concise explanation concerning the reason for the required revision. Such explanations must be separate and distinct from the marked-up text and must be bracketed, formatted in italics and preceded with the term "[Explanation:]."
- If Bidder is unwilling to accept a particular provision under any circumstances, such complete rejection must be indicated by a mark-through of the entire provision using Microsoft Word's "Track Changes" function. A concise explanation for the rejection shall be included immediately following the deleted provision, with such explanatory text bracketed, formatted in italics and preceded with the term "[Explanation:]". As noted above, rejection of entire provisions shall not be undertaken in lieu of specific editing of language within such provision.
- All provisions on which no changes are noted shall be assumed accepted by the Bidder as written.

Bidder shall submit Appendix A, Contract, in accordance with directions contained above, Section 11.0, and in Section 2.3, Format of Bid.

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.

HARDWARE RIDER

- 1.0 ACCEPTANCE/STANDARD OF PERFORMANCE
- 2.0 ACCESS TO EQUIPMENT
- 3.0 DOCUMENTATION AND OPERATING MANUALS
- 4.0 EMERGENCY EQUIPMENT
- 5.0 ENGINEERING CHANGES AND/OR FIELD MODIFICATIONS
- 6.0 LIQUIDATED DAMAGES
- 7.0 ONGOING PERFORMANCE REQUIREMENT
- 8.0 RETURN OF EQUIPMENT
- 9.0 SITE PREPARATION
- 10.0 SPARE PARTS
- 11.0 SUPPLIES

STATEMENT OF PURPOSE: The Hardware Rider provides terms and conditions relating to acquisition of data processing hardware. The Hardware Rider is applicable to all Data Processing Agreements which involve the acquisition of data processing hardware.

- 1.0 ACCEPTANCE/STANDARD OF PERFORMANCE: A standard of performance must be met before any of the equipment is accepted by the State. It is also applicable to any replacement or substitute machines which are added or field modified after the equipment has completed a successful performance period.
- 1.1 The performance period shall begin when the State notifies Contractor in writing that acceptance testing may commence and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive business days. The performance period will determine whether the following acceptance criteria are met:
- a. Equipment operates in conformance with Contractor's technical specifications and functional descriptions.
 - b. Equipment meets the specifications and performs the functions as contained in the State's solicitation document.
 - c. Equipment is capable of running on a repetitive basis using a variety of live data, as supplied by the State, without failure.
 - d. Equipment is capable of meeting the State's performance requirement as expressed in the State's solicitation document.
 - e. Equipment does not require modifications to other operational systems and does not cause performance degradation of other systems operating on the State's computing system(s) and network(s).

Equipment must operate at an effectiveness level of ninety-nine and a half percent (99.5%) or more. (See items 1.5 through 1.10 below.)

- 1.2 In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive business days, the standard of performance test shall, at the option of the State, continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive business days.
- 1.3 If the equipment fails to meet the standard of performance after ninety (90) calendar days, from commencement of acceptance testing, the State may, at its option, terminate this Agreement without penalty, request replacement equipment or continue the performance test. Contractor shall be liable for all inbound and outbound preparation and shipping costs for equipment returned pursuant to this provision. The State's option to terminate this Agreement shall remain in effect until such time as a successful completion of the performance period is attained.
- 1.4 The date of acceptance shall be the first day after the completion of the successful performance period and shall be the first day that authorized charges will be paid.
- 1.5 The effectiveness level for equipment acquired under this Agreement is computed by dividing the operational use time by the sum of that time plus system failure downtime.
- 1.6 Operational use time for performance testing for the equipment acquired under this Agreement is defined as the accumulated time during which the equipment is in actual use.
- 1.7 Equipment failure downtime is that period of time when the equipment is unavailable due to equipment malfunction not caused by Force Majeure.
- 1.8 During any period of equipment downtime, the State may use operable equipment when such action does not interfere with maintenance of the inoperable equipment.
- 1.9 Downtime for each incident shall start from the time the State makes a bona fide attempt to contact Contractor's designated representative until equipment is returned to the State in proper operating condition.

- 1.10 During the performance period for equipment, a minimum of 20 hours per day of operational use time with productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level the actual number of operational use hours shall be used when in excess of the minimum of 20 hours.
- 2.0 **ACCESS TO EQUIPMENT:** Contractor, its agents or employees shall have full access to the equipment at reasonable times when State offices are open to inspect the equipment or observe its use upon first giving notice to the State of Contractor's intent to perform such inspection.
- 3.0 **DOCUMENTATION AND OPERATING MANUALS:** Contractor shall provide, at no additional charge, operating manuals which describe equipment capabilities, its operation, malfunction identification and troubleshooting procedures. Two (2) copies of these manuals will be furnished for each individual piece of equipment ordered by the State. Manual updates or revisions published by the Contractor shall be provided free of charge. Contractor agrees that the State may make such additional copies of supplied documentation as are needed for use by State employees.
- 4.0 **EMERGENCY EQUIPMENT:** Contractor agrees to make every reasonable effort to assist the State in obtaining the use of equipment compatible with that used by the State to meet emergencies such as a major system or equipment failure or loss which extends or is expected to extend beyond twenty-four (24) hours. The State, at its option, may accept or reject the offer of use of emergency equipment from the Contractor.
- 5.0 **ENGINEERING CHANGES AND/OR FIELD MODIFICATIONS:** Contractor sponsored modifications and/or engineering changes shall be made with the consent of the State at no additional charge. The State reserves the right at all times to schedule these Contractor sponsored modifications and/or engineering changes to minimize the impact on the daily operations of the State. Contractor warrants that, to their knowledge, installation of such engineering changes and/or field modifications as are required or recommended from time to time, shall not cause the performance of the equipment modified to degrade below the standard of performance established for acceptance of the equipment or as described in Contractor's technical specifications and accepted by the State. Liquidated damages as provided for in section 6.2 of this Hardware Rider will be assessed by the State if engineering changes and/or field modifications result in an unacceptable performance level for the equipment.
- 6.0 **LIQUIDATED DAMAGES:** The State declares, and Contractor acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State and Contractor, therefore, presume that in the event of any such nonperformance, the amount of damage which will be sustained from the nonperformance will be the amount set forth in this section and they agree that, in the event of any such nonperformance, the Contractor shall pay that amount as liquidated damages and not as a penalty. Liquidated damages shall be the exclusive damages available to the State in respect to subparagraphs 6.1 and 6.2. Amounts due the State as liquidated damages may be deducted by the State from any money payable to Contractor and any amount outstanding over and above the amounts deducted from invoices will be promptly tendered by check by Contractor to the State.

The State shall notify Contractor in writing of any claim for liquidated damages pursuant to this section on or before the date when the State deducts such sums from money payable to Contractor and, in any case, within thirty (30) days after Contractor's failure to perform in accordance within the terms and conditions of this Agreement. Delay in reporting such claim to Contractor will void any claim for liquidated damages.

Except with respect to defaults of subcontractors, Contractor shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of Contractor. Delays due to causes of Force Majeure (which are outside of the control of both parties and could not be avoided by exercise of due care) or due to the responsibility of the State or other contractors of the State shall extend the dates on a day for day basis; but in every case the delay must be beyond the reasonable control and without the fault or negligence of Contractor. Delays caused by the default of a subcontractor, when such default arises out of causes beyond the control of both Contractor and the subcontractor and without the fault or negligence of either of them, shall extend the dates on a day for day basis, unless the supplies or services to be furnished by

the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

6.1 DELIVERY OF EQUIPMENT: Shall be in accordance with Section 5.15, Product Delivery, of this RFB.

~~a. If Contractor does not deliver equipment within ninety (90) days of the date of order by the State (or by the date specified in the order), Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day beyond ninety (90) days of the date of the order (or beyond the date specified in the order) the greater of \$200.00 for each item not delivered or 1/30th of the monthly charges (lease, rental, lease/purchase) for all undelivered equipment or 1/200th of the purchase price of all undelivered equipment. In no event shall the Contractor be obligated for more than one hundred eighty (180) calendar days from the delivery date.~~

~~Contractor has the right to reject and return any order issued by the State within ten (10) days of the date of the order if it cannot accept the State's delivery schedule or Contractor cannot make delivery within ninety (90) days. In the event that Contractor rejects the State's order, liquidated damages cannot be invoked.~~

~~b. If some, but not all, of the equipment specified in an order is delivered and ready for use by the date specified, and the State uses any such installed equipment, liquidated damages shall not accrue against the equipment used.~~

~~c. Substitute Equipment: If Contractor provides substitute equipment acceptable to the State on or before the delivery date specified in the order, liquidated damages shall not apply to the equipment for which substitute equipment was provided.~~

~~d. If Contractor does not deliver all of the equipment and any specified software, including special features and accessories included on the same order, and, as a result, no portion of the total system is ready for use by the specified delivery date, daily liquidated damages shall be paid by Contractor.~~

~~e. Replacement Equipment: If Contractor fails to deliver all of the equipment identified herein within ninety (90) days (or by the date specified in the order), including special features and accessories, the State may upon written notice to Contractor obtain replacement equipment from another vendor. In this event Contractor shall be liable for the greater of: (i) liquidated damages from the delivery date specified until replacement equipment is delivered or (ii) liquidated damages for one hundred eighty (180) days from the delivery date.~~

6.2 ONGOING PERFORMANCE: If Contractor does not meet the Ongoing Performance Requirement specified in Section 7.0 of this Hardware Rider, Contractor shall pay the State, as fixed and agreed liquidated damages for each month, the greater of one month's monthly charge for the equipment which was subject to nonperformance or four percent (4%) of the purchase price of all equipment which was subject to nonperformance.

The State shall maintain appropriate daily records of the ongoing performance level of equipment that is the subject of this Agreement. If Contractor believes that equipment is operating as certified, the State shall offer such records as evidence in assessing damages.

7.0 ONGOING PERFORMANCE REQUIREMENT: Any equipment installed as a result of this Agreement must perform at an effectiveness level of ninety-nine and a half percent (99.5%) each month following acceptance during the term of the manufacturer's warranty.

Should any equipment fail to meet this standard of performance, the State may at its option, choose to liquidate the damages it suffers as a result of equipment failure. In the event that equipment is inoperative, due to equipment failure, and the effectiveness level is below ninety-nine and a half percent (99.5%) of the total operational use time for three (3) consecutive calendar months, the State reserves the right to terminate this Agreement without penalty or to require Contractor to replace the equipment. As applicable, the purchase option credits for any replacement equipment shall not be less than the credits accrued from the date of acceptance of the original equipment, regardless of whether the replacement is made at the request of the State or for the convenience of Contractor.

8.0 RETURN OF EQUIPMENT:

- 8.1 If equipment is returned to Contractor for failure to fulfill contractual obligations, the following procedure will be used:
- a. Within twenty (20) days of written notification Contractor shall provide the State with the required shipping instructions.
 - b. Within thirty (30) days following preparation of equipment for shipping, the State shall ship the equipment in accordance with instructions from Contractor.
 - c. All shipping cost will be borne by Contractor.
- 8.2 If equipment is returned to Contractor for any other reason the shipping cost will be borne by Contractor.

9.0 SITE PREPARATION: Equipment environmental specifications shall be furnished in writing by Contractor to the ordering agency at least sixty (60) days prior to delivery. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of its environment.

The State shall prepare the site at its own expense and in accordance with the Contractor's equipment environmental specifications, and shall make the site available thereafter for inspection by Contractor. Failure by Contractor to inspect the site prior to delivery shall be deemed to be approval of the site as meeting Contractor's equipment environmental specifications.

Contractor will notify the State in writing as to the adequacy of the site and the State's planned layout of the equipment within ten (10) days after inspection.

Contractor warrants that all equipment which is the subject of this Agreement has been approved by Underwriters Laboratories or a recognized equivalent certification agency.

10.0 SPARE PARTS: Contractor agrees to furnish to the State price lists and instructions for ordering spare parts for all equipment proposed in the Contractor's response to the State's solicitation document. Contractor agrees that these spare parts will be available, either to the State or to a third-party maintenance contractor retained by the State for the purpose of maintaining Contractor's equipment if the State chooses not to contract for maintenance service with Contractor.

11.0 SUPPLIES: Contractor's prices do not include operational supplies (e.g., paper, tape, etc.) unless such supplies are specifically identified. All supplies used by the State shall conform to Contractor's published specifications provided to the State at the time of equipment installation. The State reserves the right to acquire such supplies from any vendor of its choice.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
BUREAU OF PROCUREMENT
S. 16.765, WIS. STATS.
DOA-3477 (R01/08)

Intel Compatible Computer
Hardware, Accessories,
Services and Professional
Technical Services

Commodity / Service Technical Services

Bidder Information

1. BIDDING / PROPOSING COMPANY NAME _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

3. _____

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

4. _____

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

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

BIDDER REFERENCE

FOR VENDOR: _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

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

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #28051-ZL includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

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

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

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

We request that the following pages not be released

Section	Page #	Topic

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

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

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

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



Vendor Agreement
Wisconsin's Cooperative Purchasing Service

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

Interested municipalities:

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

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

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

- MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- OPTIONAL:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

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

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

- I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.
- I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone ()	
Address (Street)	City	State	ZIP + 4
Commodity/Service Intel Compatible Computer Hardware, Accessories Services and Professional Technical Services		Request for Bid/Proposal Number RFB 28051-ZL	



Bidder Purchasing Card Information

Purchasing Cards: The State of Wisconsin has implemented a Visa Purchasing Card program for purchases up to \$5,000. The use of these cards enables the State to reduce the volume of purchase orders and supplier invoices that must be processed.

As a supplier to the State, you also will derive benefits by accepting the Visa Purchasing Card:

Improved Cash Flow: Unlike the standard purchase order/invoice method, where your company may wait up to 30 days for payment, funds for Purchasing Card transactions are sent electronically through the banking system into your business checking account within three days.

Reduced Expenses: By accepting the Purchasing Card, your company will not have to process and mail invoices, manage and collect receivables or post and process checks for each customer payment.

Increased Sales: As state agency cardholders increasingly discover the benefits of purchasing with Visa, they will seek suppliers who accept the card for payment.

If your company already accepts Visa, you may not need to do anything more. If you do not accept Visa, contact your local banking institution to be set up as a merchant, or contact the State's Purchasing Card Program Manager, at 608/267-6922.

1. Does your company currently accept Visa cards for payment?

YES NO

2. If you answered YES to question number 1, please provide your Visa Service provider name and Visa service provider number:

Visa Service Provider Name: _____

Visa Service Provider Number: _____

3. If you answered NO to question number 1, does your company want to service the State of Wisconsin by accepting Visa Purchasing Cards for payment?

YES NO

4. If you answered YES to question number 1 or question number 3, please provide the name of the individual who should be contacted to discuss the acceptance process:

Bidding Company Name: _____

Contact Name: _____ Title: _____

Mailing Address: (Street or P.O. Box #) _____

City: _____ State: _____ ZIP _____

Toll Free: () - _____ Phone: () - _____ Fax: () - _____

E-Mail: _____

Debarment Form

(Section 4.16 of this RFB)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part 98 of the July 1, 1993 Code of Federal Regulations (pages 537-555).

(Before Completing Certification, Read Attached Instructions Which Are an Integral Part of the Certification)

1. The prospective lower tier participant certifies, by submission of this proposal, to the State of Wisconsin, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, to the State of Wisconsin, such prospective participant shall attach an explanation to this proposal/bid.

Name and Title of Authorized Representative

Signature

Date

Company/Organization Name

Definitions:

Lower tier transaction: Any procurement contract for goods or services between a participant and the State of Wisconsin, regardless of type expected to equal or exceed the Federal procurement small purchase threshold under a primary covered transactions.

Primary covered transaction: Any non-procurement transaction between the State of Wisconsin and a Federal agency including: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation agreements and any other non-procurement transactions.

rev. 2/95

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal, proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LOBBYING FORM

(Section 4.17 of this RFB)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers over \$25,000 (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Contract # and Name: _____

Company Name and Address:

Signature
Name or Designee
(If designee, attach Designee Authorization)

Date

Name printed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.