

PROPOSALS MUST BE SEALED AND ADDRESSED TO:
AGENCY ADDRESS:

REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER

PROPOSER (Name and Address)

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

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # 1686 DPH-JS. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than 11:00 CST October 30, 2009	Public Opening <input checked="" type="checkbox"/> X No Public Opening <input type="checkbox"/>
---	--

Name (Contact for further information) Jacqueline Sommers Smith

Phone 608-266-0509	Date October 5, 2009
------------------------------	--------------------------------

Quote Price and Delivery FOB

Description

Request for Proposal (RFP) 1686 DPH-JS
STATEWIDE MEDIA AND COUNTER-MARKETING CAMPAIGN
TOBACCO PREVENTION AND CONTROL USE PROGRAM

Payment Terms:

Delivery Time:

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

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

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes No Unknown

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

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

Name of Authorized Company Representative (Type or Print)	Title	Phone ()	
		Fax ()	
Signature of Above	Date	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)

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

TABLE OF CONTENTS

1.0	GENERAL INFORMATION.....	3
1.1	Introduction	3
1.2	Tobacco Prevention and Control Background and Scope of the Project.....	3
1.3	Available funds.....	4
1.4	Procuring and contracting agency	4
1.5	Program goals.....	4
1.6	Project requirements	5
1.7	Definitions	6
1.8	Clarification and/or revisions to the specifications and requirements	7
1.9	Reasonable accommodations.....	7
1.10	Calendar of events	7
1.11	Contract term and funding.....	8
1.12	VendorNet registration.....	8
2.0	SPECIAL PROGRAM REQUIREMENTS.....	8
2.1	Non-acceptance of tobacco funds.....	8
2.2	Current TPCP media and counter-marketing campaigns	8
3.0	PREPARING AND SUBMITTING A PROPOSAL.....	12
3.1	General instructions.....	12
3.2	Incurring costs	12
3.3	Submitting the proposal.....	13
3.4	Proposal organization, format and other instructions	13
3.5	Multiple proposals	17
3.6	Supplemental information	17
3.7	Oral presentations and site visits	17
3.8	Withdrawal of proposals.....	17
4.0	PROPOSAL SELECTION AND AWARD PROCESS	17
4.1	Preliminary evaluation.....	17
4.2	Proposal scoring	17
4.3	Evaluation criteria	18
4.4	Right to reject proposals.....	23
4.5	Award and final offers.....	23
4.6	Notification of intent to award.....	23
4.7	Appeals process.....	24
5.0	REFERENCES	24
5.1	Reference instructions	24
6.0	COST PROPOSAL.....	24
6.1	General instructions on preparing cost proposals.....	24
6.2	Format for submitting cost proposals	25

7.0	SPECIAL CONTRACT TERMS AND CONDITIONS	25
7.1	Prime contractor and minority business subcontractors	25
7.2	Executed contract to constitute entire agreement	26
7.3	Termination of contract	26
8.0	STANDARD TERMS AND CONDITIONS	26
9.0	REQUIRED FORMS.....	31
	Certification of Non-Acceptance of Tobacco Funds.....	32
	Designation of Confidential and Proprietary Information (DOA-3027)	33
	Vendor Information (DOA-3477).....	34
	Vendor Reference (DOA-3478)	35

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for statewide media and counter-marketing services to reduce tobacco use in Wisconsin. The Wisconsin Tobacco Prevention and Control (TPCP), part of the Wisconsin Department of Health Services (DHS) intends to use the results of this process to award a contract for statewide media and counter-marketing support.

The Department of Health Services (DHS) reserves the right to also utilize the service procured under this RFP for advertising and/or marketing needs in other areas of the Department. This RFP and the resulting contract will also be made available to other State agencies subject to agreement by DHS, the contractor and other agencies, the details to be determined on an as needed basis.

1.2 Tobacco Prevention and Control Background and Scope of the Project

The TPCP is responsible for developing a statewide strategic plan, allocating funds to state and local initiatives, and monitoring the impact of funded programs. The TPCP uses a comprehensive plan to combat tobacco use and promotion in Wisconsin. The TPCP requires all funded programs to adhere to the strategies and indicators of success outlined in their strategic plan. In addition, the TPCP is especially interested in supporting research-based programs and programs that support tobacco prevention and control policies.

Tobacco use is the leading preventable cause of death in Wisconsin. Over 8,000 Wisconsin residents die from tobacco-related illnesses each year. Tobacco also costs Wisconsin over \$3 billion annually in health care costs and lost worker productivity.

Media and counter-marketing are effective in changing awareness, attitudes and behavior and have been an essential component of other successful tobacco control programs. The TPCP will fund strategic statewide media and counter-marketing support to promote campaigns in the following areas:

- 1) Protecting residents from the health and economic impacts of secondhand smoke, and supporting the implementation of Wisconsin's statewide smoke-free workplaces law, which goes into effect on July 5, 2010;
- 2) Preventing and reducing youth tobacco use, including but not limited to tobacco industry targeting of youth;
- 3) Promoting compliance with tobacco retail laws, including but not limited to the promotion of effective retailer policies and community enforcement of state law;
- 4) Preventing and reducing tobacco use in disparately impacted populations, including but not limited to communities of color and low socio-economic status populations; and
- 5) Treating nicotine addiction.

The contractor's primary responsibilities in the first contract year will be the facilitation and planning of a statewide media buy in support of the implementation of Wisconsin's statewide smoke-free workplace law (which goes into effect on July 5, 2010) and the facilitation and planning of promotion of the Wisconsin Tobacco Quit Line. The Smoke-Free Air Implementation campaign will use radio, print, and online creative currently in development. Treatment promotion will likely consist of existing TV creative. Each of the program's goal areas will be integrated into these statewide marketing efforts to varying degrees.

Note: In the event additional funding becomes available during the contract period, the contractor may be asked to provide additional tobacco prevention and control marketing services over and above those outlined in the RFP, as well as potential advertising and marketing services for the Department of Health Services (DHS) or other state agencies.

1.3 Available Funds

Approximately \$430,000 is expected to be available for the initial contract period, which is estimated as the period January 1, 2010-December 31, 2010. As mentioned in Section 1.2, the funding amount is subject to change, and the contractor may be asked to provide related advertising and marketing services outside the scope of those detailed in the RFP.

1.4 Procuring and contracting agency

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

The contract resulting from this RFP will be administered by the TPCP. The contract administrator will be Spencer Straub.

1.5 Program Goals

The TPCP will secure a vendor to provide media and counter-marketing support that will, in coordination with the program's other components, assist in achieving the following goals

1.51 Protecting from Exposure to Secondhand Smoke

1. Protecting residents from the health and economic impacts of secondhand smoke:
 - By March 31, 2014, the percentage of adults who report that smoking is not allowed in any work areas will increase from 83% in 2007 to 95%.
 - By March 31, 2014, the percentage of middle school students' exposure to secondhand smoke at home or in vehicles will decrease from 48% in 2008 to 42%.
 - By March 31, 2014, the percentage of high school students' exposure to secondhand smoke at home or in vehicles will decrease from 63% in 2008 to 57%.
 - By March 31, 2014, the secondhand exposure rate at work of individuals earning less than \$25,000 will decrease from 16% (2006-2007) to 10%.

1.52 Promoting Treatment Services

1. Treating nicotine addiction:

- By March 31, 2014 the adult smoking prevalence will decrease by 21% in 2007 to 16%.
- By March 31, 2014 the current adult tobacco use prevalence will decrease from 22% in 2008 to 18%.
- By March 31, 2014, the number of cigarette packs sold per adult aged 18 years and older will decrease from 69 in 2007 to 64.
- By March 31, 2014, the percentage of pregnant women who smoke in Wisconsin will decrease from 15% in 2007 to 13%.

1.53 Preventing Youth Tobacco Use

1. Preventing and reducing youth tobacco use:
 - By March 31, 2012, the percentage of youth access to tobacco products at retail outlets will remain under 10%.
 - By March 31, 2012, the number of African American, Native American, and Hispanic/Latino FACT members will increase.
 - By March 31, 2014, the percentage of tobacco use among high school youth will decrease from 28% in 2008 to 15%.
 - By March 31, 2014, the percentage of tobacco use among middle school youth will decrease from 7% in 2008 to 4%.

1.54 Identifying and Eliminating Tobacco-Related Health Disparities

1. Identify and eliminate tobacco-related health disparities
 - By March 31, 2014, tobacco-related disparities will be understood as a social justice issue by the public and policy makers.
 - By March 31, 2014, populations with tobacco-related disparities will implement evidence-based strategies in support of changing community norms supportive of tobacco prevention and control efforts.
 - By March 31, 2014, DPH chronic disease programs will integrate evidence-based programs to reduce tobacco-related disparities.

1.6 Project Requirements

Successful proposers will be responsible for developing and proposing a media plan that includes the following:

- *Demonstrating the creative, organizational and technical capacity to develop and execute statewide media and counter-marketing campaigns in support of the TPCP.* The contractor must have the organizational capacity and expertise to conduct statewide, integrated media and social marketing campaigns addressing secondhand smoke prevention and the promotion of statewide smoke-free air, adult and youth tobacco dependence treatment (cessation), youth prevention, and the identification and the elimination of tobacco-related health disparities. This capacity includes relationships with regional and local media outlets, in-house staff capacity, experience with health and/or tobacco prevention and control related campaigns, and familiarity with tobacco-specific messages and campaigns. Successful proposers will utilize some or all of the following depending on the most effective medium for the specific campaign component and available budget: broadcast advertising (TV, radio), print advertising, online advertising and web design, and viral advertising.
- *Developing, coordinating, and implementing media buys.* The contractor will provide detailed plans for all media buys and objectives. The contractor will agree to charge net rates for all media purchases. The buying of media in support of the program's Smoke-Free Air Implementation campaign is a critical component of the first contract year.
- *Overseeing all components of TPCP media campaigns.* The contractor will be responsible for working with state and local partners to develop messages for use in state and local campaigns. In addition, the contractor will be responsible for working with other funded programs to assure consistency of messages and resources.

- *Working with TPCP-approved planning teams and work groups in the development of media campaign strategies and plans.* Planning teams and work groups will work with the contractor staff to develop messages and processes consistent with the TPCP’s goals. These planning entities will advise the media contractor and also provide feedback on specific campaigns to the TPCP.
- *Supporting implementation of the Wisconsin Wins program.* The contractor will work with TPCP staff to assure the promotion and implementation of the Wisconsin Wins program. The program provides training, media and community outreach, and education to help retailers avoid fines.
- *Supporting local earned media and public relations activities in coordination with the TPCP training and technical assistance system.* The contractor will supply TPCP and local coalitions with public relations consultation on an as-needed basis.

In addition, the TPCP will consider the capacity of the contractor to work collaboratively with state and local partners to foster collaborative efforts between all components of the TPCP comprehensive strategic plan.

1.7 Definitions

The following definitions are used throughout the RFP.

- 1.7.0 Agency means the Wisconsin Department of Health Services (DHS).
- 1.7.1 Bureau means the Bureau of Chronic Disease Prevention & Health Promotion.
- 1.7.2 CDT means Central Daylight Time.
- 1.7.3 CST means Central Standard Time.
- 1.7.4 Contractor means the proposer awarded contract(s).
- 1.7.5 Division means the Division of Public Health (DPH).
- 1.7.6 Department means the Wisconsin Department of Health Services (DHS).
- 1.7.7 Media/Counter-marketing Campaign Components means one or more of the media/counter-marketing campaigns defined by DHS as foci for the Comprehensive Tobacco Prevention and Control Program. They include: 1) Prevention of Youth Tobacco use initiation, “FACT” (Fighting Against Corporate Tobacco), “Wisconsin Wins”, and other youth prevention efforts, 2) Supporting Wisconsin’s statewide smoke-free air law, “My SmokeFree Story”, statewide media campaign currently in development, 3) Promoting tobacco treatment services, Wisconsin Tobacco Quit Line advertising through CDC Media Resource Center, 4) Highlight the disparate burden of tobacco use in communities of color, “Everybody Smokes When Anybody Smokes”.
- 1.7.8 Program Goals means one or more of the goals defined by DPH as foci for the Comprehensive Tobacco Prevention and Control Program (TPCP). These include: 1) Eliminate exposure to secondhand smoke, 2) Promote tobacco treatment services for adults and minors who smoke, 3) Prevent tobacco use initiation by minors, 4) Identify and eliminate disparities among population groups relative to tobacco use.
- 1.7.9 Proposer means an eligible proposer submitting a proposal in response to this RFP.

1.8 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before October 12 to:

Jacqueline Sommers Smith, Procurement Manager
Department of Health Services
1 W. Wilson Street, Room 750
Madison, WI 53703
Phone: 608-266-0509
Fax: 608-264-9874
Jacqueline.SommersSmith@dhs.wisconsin.gov

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

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

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

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

1.9 Reasonable accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

1.10 Calendar of events

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

<u>DATE</u>	<u>EVENT</u>
October 5, 2009	Release of RFP (Posted to VendorNet)
October 12	Deadline for Vendor Written Questions
October 19	Q & A posted to VendorNet
October 30	Proposals Due – 11:00 A.M. CST
December 7 (est.)	Notification of Intent to Award Letters
January 1, 2010	Contract Effective Date

1.11 Contract term and funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one year from that date, with an option by mutual agreement of the agency and contractor, to renew for four additional one-year periods.

1.12 VendorNet registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2.0 SPECIAL PROGRAM REQUIREMENTS

2.1 Non-Acceptance of Tobacco Funds

Potential proposers contracting with tobacco companies or subsidiaries of tobacco companies or tobacco firms in the business of promoting tobacco are not eligible to submit a proposal. Each proposer must complete and submit, as part of their proposal, the form entitled "Certification of Non-Acceptance of Tobacco Funds" contained in this RFP.

2.2 Current TPCP Media and Counter-Marketing Campaigns

The priority campaigns for the first contract year are the Statewide Smoke-Free Air Implementation campaign and the promotion of the Wisconsin Tobacco Quit Line. All campaigns will be maintained over the first contract year, with the potential for expansion in subsequent contract years.

The TPCP currently supports five (5) media campaigns.

2.2.1 FACT (Fighting Against Corporate Tobacco)

Campaign Purpose:	Prevent tobacco use initiation and raise awareness of tobacco industry targeting of youth
Theoretical Foundation:	CDC "Best Practices"
Message(s):	Expose the lies of Big Tobacco (tobacco industry) Become empowered to fight back against Big Tobacco FACT is not against smokers, but is against the industry that targets young people
Brand:	FACT is edgy, fun, and rebellious. FACT focuses on youth taking action to stand up to the tobacco companies and let their peers know about the industry's unethical practices. FACT groups across the state engage in activism to raise awareness on the industry. All FACT marketing campaigns include local grassroots activism as a key component.

Target Audience: Demographic-
Ages: 13-17
Gender: Both
Race: All
Ethnicity: All
Educational Level: All
Geographic: Statewide

Media Channels:

Television- Yes (2006 “Spoken Word” Campaign, 2008 “They Killed 8000 Campaign)
Radio- Yes (2006 “Spoken Word” Campaign)
Movies- Yes (2006 “Spoken Word” Campaign)
Online – Yes (2008 “They Killed 8000” Campaign)
Print- No
Outdoor- No
Website- Yes (www.fightwithFACT.com)

Linkages to other Media Campaigns: Wisconsin WINS campaign.

Timing: Campaigns have run at different times of the year. Interactive “Activism Kits” have been developed and distributed to local FACT groups to use in their communities. Recent media buys have focused on online message delivery.

2.2.2 Wisconsin Wins Program

Campaign Purpose: Prevent Illegal Sales of Tobacco Products to Minors and Comply with Sec. 1926 of the Public Health Service Act (i.e., the Synar Amendment) and administrative regulation (45 CFR Part 96, Tobacco Regulation for Substance Abuse Prevention and Treatment Block Contracts).

Theoretical Foundation: CDC “Best Practices” and State Statute 134.66, which forbids the sale of tobacco products to anyone under the age of 18.

Message(s): Retailers help their community and their business by not selling tobacco to minors. Selling tobacco products to minors is illegal, and can mean hefty fines for your business.

Brand: Supportive and Cooperative. Wisconsin Wins uses positive messaging and preemptively thanks retailers for not selling tobacco to minors. Wisconsin Wins provides free online training to retailers through www.smokecheck.org.

Target Audience: **Primary** -- Retailers licensed to sell tobacco products;
Secondary -- Policy Makers, Law Enforcement Officials, Civic Leaders, Parents, Youth, General Public

Geographic: Statewide

Special Emphasis: Areas with data showing disproportionately high sales of tobacco to minors.

Media Channels:

Television- No
Radio- Yes (2005, 2006, 2007, 2009)
Print- Yes (annual ads in trade publications)
Billboard- Not currently
Transit-Not currently
Cinema-Not currently
Direct Mail- Yes (2005-2009)
Telephone-Pulse Survey

Timing: Media activity usually occurs May-July.

Linkages to other Media Campaigns: "FACT"

2.23 Statewide Smoke-Free Air Implementation Campaign (Secondhand Smoke)

Campaign Purpose: Increase awareness of the July 5, 2010 implementation date and generate excitement for the law.

Theoretical Foundation: CDC "Best Practices"

Message(s): Wisconsin is better smoke-free.

Brand: The upcoming campaign (currently in development) builds excitement for the smoke-free law by leveraging beloved Wisconsin traditions and demonstrating how they will be made even better through the smoke-free law.

Target Audience: Demographic: Adults 25-54

Gender: Both

Race: All

Ethnicity: All

Educational Level: All

Geographic: Statewide

Socio/Economic: All

Media Channels:

Television- No

Radio- Yes

Print- Yes

Online- Yes

Linkages to other Media Campaigns: FACT, Wisconsin Tobacco Quit Line promotion, see past statewide Smoke-Free Air campaign My SmokeFree Story (www.mysmokefreestory.com)

2.24 Cessation, Wisconsin Quit Line

Campaign Purpose: Refer tobacco users who want to quit to call the toll-free Wisconsin Tobacco Quit Line, which offers cessation services and referrals to local resources.

Theoretical Foundation: Clinical Practices Guidelines, CDC "Best Practices"

Message(s): "Call 1-800 QUIT NOW for free help"

Brand: The Quit Line provides free services to smokers who are ready to quit. TV advertising is used to promote the Quit Line. Past ads have come from the CDC Media Resource Center. All ads are tagged with the Quit Line phone number.

Target Audience:

Demographic:

Age: All, primarily Adults 25-54

Gender: Both

Race: All

Ethnicity: All

Educational Level: All, concentrating on high school diploma and below.

Geographic: Statewide

Socio/Economic: All, concentrating on lower socio-economic status (SES).

Media Channels:

Television- Yes

Radio- No

Print- No

Online- No

Linkages to other Media Campaigns:

Tobacco Related Disparities Campaign "Everybody Smokes When Anybody Smokes", Smoke-Free Air Implementation Campaign, American Legacy Foundation "Ex" Campaign (National partner).

Timing: TV ad campaigns have typically run October-December, and January-March.

2.25 Tobacco-Related Health Disparities, "Everybody Smokes When Anybody Smokes"

Campaign Purpose: Provide education on the health impact that secondhand smoke has on children and families (emphasis on secondhand smoke in social and family settings); Highlight the disparate burden of tobacco on communities of color.

Theoretical Foundation: Clinical Practices Guidelines, CDC "Best Practices"

Message(s): Secondhand smoke hurts everyone, especially children. Tobacco takes a greater toll on Wisconsin's minority and low socio-economic populations

Brand: Straightforward and authentic. The campaign uses family imagery and includes multiple ethnicities.

Target Audience:

- Demographic:
- Age: Adult
- Gender: Both
- Ethnicity: African-American, Native American, Latinos, Caucasian, and Hmong
- Educational Level: All

Geographic: Statewide
Communities of color
Socio/Economic: All, particular emphasis on low socio-economic status

Media Channels:

- Television-No
- Radio-Yes
- Print-No
- Outdoor-Yes (transit, billboards)
- Online-Yes

Linkages to other Media Campaigns:

- Wisconsin Tobacco Quit Line promotion, Statewide Smoke-Free Air Implementation Campaign

3.0 PREPARING AND SUBMITTING A PROPOSAL

3.1 General instructions

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

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

3.2 Incurring costs

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

3.3 Submitting the proposal

Proposers must submit one original and six copies of the **Technical Proposal** by 11:00 AM CST Friday, October 30 to:

Jacqueline Sommers Smith, Procurement Manager
Department of Health Services
1 W. Wilson Street, Room 750
Madison, WI 53703

Proposals must be received in that office by the specified date and time stated above.

DHS will note the date and time of receipt on the outside package of all proposals received under this RFP.

Receipt of a proposal by the United States Postal Service (USPS), the State of Wisconsin interdepartmental mail system, or a private express mail service shall not constitute receipt of a proposal, for purposes of this RFP.

LATE proposals will be rejected.

FAXED proposals will ***not*** be accepted.

E-MAILED proposals will ***not*** be accepted.

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

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

- Proposer's name and address
- Request for proposal title: **Statewide Media and Counter-Marketing Campaign Tobacco Prevention and Control Use Program (TPCP)**
- Request for proposal number: **RFP 1686 DPH-JS**
- Proposal due date: **October 30, 2009 11:00 a.m. CST**

An original plus three (3) copies of the **Cost Proposal** must be sealed and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words “Cost Proposal, RFP (Name of RFP)” and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above.

3.4 Proposal organization, format, and other instructions

Proposals should be typed and submitted on 8.5 by 11 inch paper with the Technical Proposal bound securely but separately from the Cost Proposal. There is a 45 page limitation on proposals (technical and cost combined). The page limit includes mandatory forms and appendices. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- I. OUTLINE/ TABLE OF CONTENTS
- II. PROPOSAL SUMMARY
- III. ABSTRACT
- IV. NARRATIVE
 - A. ADMINISTRATION
 - 1. ORGANIZATIONAL EXPERIENCE
 - 2. STAFFING AND QUALIFICATIONS
 - B. PROGRAM
 - 1. TPCP NEEDS ANALYSIS
 - 2. TARGET POPULATION
 - 3. OBJECTIVES
 - 4. METHODS/WORKPLAN
 - 5. SAMPLE MEDIA BUYING PLAN
 - 6. DATA COLLECTION & EVALUATION
- V. REQUIRED FORMS
(Attach completed forms listed below)
 - A. Signed copy of the “Certification of Non-Acceptance of Tobacco Funds” document
 - B. Vendor Information DOA 3477
 - C. Vendor References DOA 3478
 - D. Designation of confidential and proprietary information DOA-3027
 - E. DOA Form 3261
 - F. ASSURANCES
- VI. COST PROPOSAL (submitted in sealed envelope separate from Technical Proposal but included as part of 45 page proposal maximum).

*The vendor must submit its **Cost Proposal** on the form provided in Section 6 of the RFP. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal.*

No mention of the cost proposal may be made in the response to the technical requirements of this Request for Proposal.

Proposers are required to number all pages and to organize their proposal according to the format specified above. This format presentation serves as a guide for proposal contents and facilitates proposal evaluation.

Evaluators will only be given project information that is contained in the proposal, and this is the information which will be scored in determining the merits of one proposal over another. For that reason, each copy must be a duplicate of the entire original, including any attachments.

Again, the contract funding is for statewide Media and Counter-marketing support, with the first contract year focused primarily on the support of the statewide Smoke-Free Air Implementation campaign and promotion of the Wisconsin Tobacco Quit Line. However, keep in mind that proposers should also address other TPCP priorities.

3.4.1 Proposal Summary Instructions

Complete the Proposal Summary form following the instructions below. The Proposal Summary should be the second Section in your proposal.

Proposer Information

- Item 1 Enter the name of the Project Title
- Item 2 The "Proposer" is defined as the legal entity which assumes the liability for the administration of the contract funds and is responsible to the TPCP for the performance of the project activities.
- Item 3 Enter name, address, and telephone number of project director.
- Item 4 Enter name, address, and telephone number of project fiscal agent. The fiscal agent is the individual who is responsible for the receipt and administration of the project funds and for the submission of all fiscal reports to the TPCP.
- Item 5 Enter the Internal Revenue Services number assigned to the organization which is responsible for the employees hired under these project funds.
- Item 6 Enter the area to be served
- Item 7 Check the box which is applicable to the "Proposer" entered under Item 2.
- Item 8 If all or parts of the project will be subcontracted, fill in the name and address of the subcontractor.
- Item 9 Identify proposed sites (city and county). Specific addresses are unnecessary.
- Item 10 Enter the proposed dates for the project.

PROPOSAL SUMMARY FORM

	Program:
	Date RFP Issued:
	Due Date:

Section A - PROPOSER INFORMATION

1. Project Title			
2. Proposer	Telephone		
Street Address	City	State	Zip
3. Project Director	Telephone		
Street Address	City	State	Zip
4. Fiscal Agent	Telephone		
Street Address	City	State	Zip
5. Employer Identification No.			
6. Area to be served: Not applicable	7. Type of Organization (check one) <input type="checkbox"/> State Agency <input type="checkbox"/> Unit of Local Government (specify) <input type="checkbox"/> Private, Non-Profit <input type="checkbox"/> Proprietary or Partnership <input type="checkbox"/> Private, For Profit <input type="checkbox"/> Tribal Reservation <input type="checkbox"/> Other (specify)		
8. If project will be subcontracted, fill in name and address of sub-contractee (s).			
9. If activities are to be conducted at a site other than the Proposer, indicate this in the following space. Performance Site(s):			
10. Dates of Proposed Project Period : January 1, 2010 – December 31, 2010			

3.4.2 Abstract Instructions

The abstract must be one page only. The information in the abstract should provide a brief description of your project, highlighting the main points from the Detailed Budget Request and Narrative Sections of your proposal.

3.5 Multiple Proposals

Each proposer shall submit only one (1) proposal.

3.6 Supplemental Information

Vendors have the option, but are not required to, submit no more than three (3) letters of support with their proposal. Unless requested by DHS, no other additional information will be accepted from a vendor after the deadline for submittal of proposals.

3.7 Oral presentations and site visits

Top scoring vendors based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

3.8 Withdrawal of proposals

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

4.0 PROPOSAL SELECTION AND AWARD PROCESS

4.1 Preliminary evaluation

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

4.2 Proposal scoring

All proposals received will be reviewed on a competitive basis by an evaluation committee and ranked accordingly. The evaluation committee will be responsible for the review and evaluation of technical merit. To be considered for a contract award, the technical portion of the proposal must score at least 110 in the evaluation of proposals, unless the TPCP determines it is in the best interests of the state to make an award to a vendor who scores less than 110 points. Proposals will be reviewed and evaluated according to criteria detailed below.

4.3 Evaluation criteria (includes both Administrative and Program items)

A. ADMINISTRATION

1. Organizational Experience (20 Points Maximum)

This section of your proposal should provide a full discussion of your organization's experience to demonstrate your capability to do this project.

This section should, at a minimum, include the following information:

- How long your organization has been in the advertising business;
- Your largest advertising account;
- Current advertising clients and the longevity of your relationship;
- How long your contractor has had a public relations division; and,
- Current public relations clients and longevity of relationship.

2. Staffing and Qualifications (20 points Maximum)

An organization must have sufficient and qualified staff to deliver the services as described. Volunteers, if utilized, must receive training and supervision in order to function effectively.

For those programs with significant minority populations within the service area or who plan to serve Native American elders, the organization must either have or make an effort to recruit, hire, and train minority staff/volunteers and provide in-service sensitivity training about cultural diversity for non-minority staff/volunteers.

This section should, at a minimum, include a description of:

- your organization's current and proposed organizational structure and staffing pattern;
- provide an organizational chart which indicates current and proposed positions that will implement this project;
- the responsibilities and qualifications of all new or existing position(s) which will be involved in the project;
- if you are hiring new staff, discuss why the position(s) is/are needed; and,
- if you plan to hire new staff to work in the project, describe your hiring practices, which will ensure the position(s) will be filled within six (6) weeks of the date of the contract award. If position(s) cannot be filled within the six (6) weeks timeframe, estimate the time you will need to fill the position(s) and describe how the project can be implemented prior to the hiring of the new staff.

B. PROGRAM

1. TPCP Needs Analysis (20 points maximum)

An organization must demonstrate that they have an excellent understanding of the TPCP's goals, as well as the challenges that the TPCP faces.

This section should, at a minimum, include:

- a clear discussion of how your organization can help meet the goals of the TPCP, with particular focus in the first year on supporting the statewide Smoke-Free Air Implementation campaign and promoting the Wisconsin Tobacco Quit Line;
- include any data available to document the problems or unmet need you identify and plan to address; and,
- a full discussion of how your organization will work with other TPCP partners and coalitions in implementing media and counter-marketing campaigns.

2. Target Populations (20 points maximum)

The proposed target population(s) must be consistent with the goals listed in the RFP. If the proposal is for funds to expand or enhance the scope of existing programs, the proposal must identify the program's new target population and the organization must identify a reasonable number of new individuals to be served by the program. Specific demographic information about the target populations should be included.

The narrative should, at a minimum, include:

- describe the target population(s) your project will serve (see above);
- partners within the target populations you wish to engage to ensure impact and an understanding of the messages; and,
- describe the geographic boundaries and special characteristics in which the target population is located.

3. Objectives (30 points maximum)

The vendor's objectives are specific, measurable, achievable, realistic, and time-specific. Objectives are also consistent with TPCP goals.

When writing this section, keep in mind that:

- planning objectives should connect with the TPCP Needs Analysis and the stated purpose of the project;
- the statement of a measurable objective should describe objectives or intended results within the framework of four particular limits:
 1. WHO or WHAT you intend to affect;
 2. IN WHAT WAY they will be affected by fulfillment of the objective;
 3. The amount of TIME the objective will take to achieve;
 4. A CRITERIA OF MEASUREMENT by which you can demonstrate that the intended results have or have not been achieved;
- components of project objectives include: 1) a description of a task or what someone will receive, 2) what activity or product will result, 3) time frame, 4) number of people or agencies who will participate in the development and implementation of the campaign, and 5) group or individual who will perform the task or be the recipient(s) of the activities or product.

4. Methods/Work Plan (50 points maximum)

The methods described in the proposal and work plan must be related to the objectives, must facilitate the project's accomplishing what has been proposed, and must be sequentially reasonable. The methods described must assure that services are expanded or enhanced by the addition of staff, staff hours, staff wages or additional volunteers. Activities in the work plan are to be clearly assigned to personnel. The methods must be consistent with the objectives and can be accomplished given the time frames, staffing patterns, and the budget proposed. Time frames for all tasks and activities in the work plan must be appropriate to ensure that sufficient effort is planned.

When writing narrative for this section, keep in mind that:

- work plan tasks and timeframes must be consistent with TPCP priorities outlined in this RFP. Activities in the first contract year should focus primarily on carrying out and enhancing the statewide Smoke-Free Air Implementation campaign and promotion of the Quit Line. Agencies are expected to detail potential activities beyond the first year of the contract, provided those activities are consistent with TPCP goals;
- a method or work plan describes the means used to implement the objective -- your method/work plan must detail all tasks, activities and procedures in a logical progression that will be used to achieve the objective;
- the method/work plan must include the assignment of responsibility to specific personnel and the timetable for each task or activity to be started and to be completed; and
- the proposer must identify who will be responsible for providing supervision to ensure tasks/activities are completed.

The form on the next page is to be used to lay out your objectives and work plan.

5. Sample Media Plan for Smoke-Free Air Implementation Campaign (40 points maximum)

The statewide media buy for the Smoke-Free Air Implementation Campaign will be a critical component of the contract's first year. The proposal should include a one page media plan detailing the contractor's media buying strategy for the campaign using radio, print, and online. The proposal should include a discussion of the following:

- a description of the audiences that will be targeted for the campaign;
- a list of sample stations, sites, and publications that would be included in the buy;
- a breakout of the geographic areas covered through the buy;
- a rough estimate of the total buy cost;
- strategies for value added with stations, sites, and publications included in the buy; and
- any additional low-cost or viral marketing strategies that the proposer feels would enhance the overall effectiveness of the campaign.

6. Data Collection and Evaluation (20 points maximum)

This self-evaluation should follow from the **Objectives** and **Work Plan** and should discuss how you plan to evaluate your project.

This should, at a minimum, include:

- Who will be responsible for collecting and analyzing the data; and,
- Who will be responsible for supervising the data collection and evaluation and for taking corrective actions based on the results of the self-evaluation.

C. COST PROPOSAL

1. Cost Proposal (40 points maximum)

Proposers are required to submit a separate cost proposal. See Section 6.0 for further instructions.

Breakout of Available Criteria Points

	<i>Maximum Points</i>
ADMINISTRATION	
Organization Experience	20
Staffing and Qualifications	20
<i>Total for Administration</i>	40
PROGRAM	
TPCP Needs Analysis	20
Target Populations	20
Objectives	30
Methods/Work Plan	50
Sample Media Plan	40
Data Collection	20
<i>Total for Program</i>	180
COST Proposal	
Understanding of TPCP Priorities	20
Allocation of Funds Between Media Buy, Staff, etc.	20
<i>Total for Cost Proposal</i>	40
Total Points Available	260

4.4 Right to reject proposals and negotiate contract terms

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

4.5 Award and final offers

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

4.6 Notification of intent to award

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

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at Department of Health Services, 1 W. Wilson Street, Room 750, Madison, WI 53703. Vendors should schedule reviews with Jacqueline Sommers Smith at 608-266-0509.

4.7 Appeals process

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

Any written notice of intent to protest the intent to award a contract must be filed with

Karen Timberlake, Secretary
Department of Health Services
One West Wilson Street
PO Box 7850
Madison, WI 53701-7850

and received in her office no later than five (5) working days after the notices of intent to award are issued.

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

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

5.0 REFERENCES

5.1 Reference Instructions

Proposers must include in their RFPs, a list of all (clients/buyers/organizations) with whom the proposer has done business within the last three years and comparable to that required by this solicitation. For each client/buyer/organization, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment which was the basis for the business relationship. The procuring agency will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of any references will be shared with the evaluation committee.

6.0 COST PROPOSAL

6.1 General instructions on preparing cost proposals

Proposers must include a cost proposal in a separate, sealed envelope within the proposal packet. The maximum score available for the cost proposal is 40 points. Cost proposals will be scored based on the degree to which the proposal demonstrates an understanding of the TPCP's priorities and the allocation of funds between advertising, media buys, and other agency costs.

6.2 Format for submitting cost proposals

Program Area	Cost Estimate
Youth Prevention and Access	
<i>Advertising/Media Buys</i>	
<i>Staffing</i>	
<i>Other (Travel, Training, etc.)</i>	
<i>Total</i>	
Tobacco Dependence Treatment	
<i>Advertising/Media Buys</i>	
<i>Other (Travel, Training, etc.)</i>	
<i>Total</i>	
Smoke-Free Air	
<i>Advertising/Media Buys</i>	
<i>Staffing</i>	
<i>Other (Travel, Training, etc.)</i>	
<i>Total</i>	
Tobacco-Related Health Disparities	
<i>Advertising/Media Buy</i>	
<i>Staffing</i>	
<i>Other (Travel, Training, etc.)</i>	
<i>Total</i>	
Total Budget	

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Prime contractor and minority business subcontractors

The use of subcontractors is not required for this contract. However, in the event that DHS approves the use of a subcontractor for the project, the prime contractor will be responsible for that subcontractor's performance. When subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation and the contract administrator must approve the use of the subcontractor.

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

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

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.

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

7.2 Executed contract to constitute entire agreement

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

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

- Official Purchase Orders
- Vendor's Proposal Dated October 30, 2009 (Due date)
- State Request for Proposal Dated October 5, 2009 (Issue date)
- Standard Terms and Conditions

7.3 Termination of contract

The agency may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 days prior to said termination.

8.0 STANDARD TERMS AND CONDITIONS

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

Standard Terms And Conditions (Request For Bids / Proposals)

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

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

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

regarding this clause are available from the contracting state agency.

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

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

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

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

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

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

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

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

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

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

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

cal, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

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

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

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

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

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



Supplemental Standard Terms and Conditions for Procurements for Services

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

9.0 REQUIRED FORMS

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

Certification of Non-Acceptance of Tobacco Funds
Designation of Confidential and Proprietary Information (DOA-3027)
Vendor Information (DOA-3477)
Vendor Reference (DOA-3478)

Certification of Non-Acceptance of Tobacco Funds

Agency Name: _____

Address: _____

Contact Person: _____

Telephone: _____

The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the Wisconsin Department of Health Services, Tobacco Prevention and Control Program. Acceptance of such funds during the term of the contract is grounds for termination.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above describe certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of Wisconsin.

Director of Agency

Signature

Date

Printed Name and Title

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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

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

We request that the following pages not be released

Section	Page #	Topic

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

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

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

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

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____

FEIN _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

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

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

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

VENDOR REFERENCE

FOR VENDOR: _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

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

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

