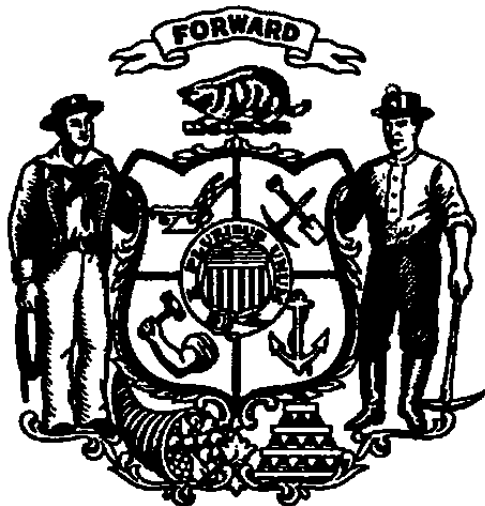


# State of Wisconsin



## **AMENDMENT # 4 (OFFICIAL VERSION)**

CONTAINS CHANGES TO:

6.10 Form.

Section 2.5.6 has been deleted from the form in 6.10 to conform to the removal of Section 2.5.6 in the main body of the RFB.

Please use the attached form with the Bidder's submittal if possible. The form issued with Amendment 3 is also permissible with a "non-applicable" statement on the form for Section 2.5.6.

## **REQUEST FOR BID (RFB) # 28031-KA**

### **STATEWIDE MICROCOMPUTER SOFTWARE**

**INCLUDING "SHRINK-WRAPPED" SOFTWARE, LICENSED SOFTWARE, SOFTWARE MEDIA, UPGRADES,  
AND MAINTENANCE/SUPPORT**

**RFB Manager: Karen Aasen**

**Email: [Karen.aasen@wisconsin.gov](mailto:Karen.aasen@wisconsin.gov)**

**BIDS MUST BE SEALED AND ADDRESSED TO:**  
this page only.)

☐ Remove from bidder list for this commodity/service. (Return

AGENCY ADDRESS:

State of Wisconsin, Department of Administration  
Division of Enterprise Operations,  
Bureau of Procurement  
101 E Wilson Street, 6<sup>th</sup> floor  
Madison, Wisconsin 53703-3405

## REQUEST FOR BID

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **28031-KA**. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

**2:00 PM Central Time August 3, 2010**

Name (Contact for further information)

Karen Aasen

Phone

Date

608-267-4506

July 27, 2010

Quote Price and Delivery FOB

Destination Door Delivery (DDD)

☐ Fax bids are accepted

☒ Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		<b>AMENDMENT #4</b> <b>REQUEST FOR BID (RFB) # 28031-KA</b> <b>STATEWIDE MICROCOMPUTER SOFTWARE</b> <b>INCLUDING "SHRINK-WRAPPED" SOFTWARE, LICENSED SOFTWARE,</b> <b>SOFTWARE MEDIA, UPGRADES, AND MAINTENANCE/SUPPORT.</b> <b>CENTRAL TIME IN WISCONSIN IS CENTRAL DAYLIGHT TIME</b>		See attached Bid Forms

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. **Does Not Apply to Printing Bids.**

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

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

☐ Yes ☐ No ☐ Unknown

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

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

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

**Section 6.10****Bidder Service Requirements Response Form for Non-Microsoft Government and Academic  
(This form shall be completed by all Bidders)**

BIDDER \_\_\_\_\_

As stated in Section 2.4 (Quality and Service Level Requirements for All Bidders) a Bidder submitting a Bid for either the Microsoft or non-Microsoft portions of the RFB shall indicate its ability and willingness to satisfy each of the requirements detailed by completing this form. The form requires the Bidder to attest that the Bidder shall provide the services required by checking the “yes” column next to each item. **A “no” answer to a mandatory requirement shall disqualify a Bidder from further consideration for the Microsoft and the Non-Microsoft portions of the RFB.** Mandatory requirements include the word “shall”. Desirable services include the word “should”.

The form also includes the services listed in Section 2.5 (Other Contractor Services).

The form has a column that clearly states that whether the requirement is mandatory or not.

**Failure to complete this form shall result in disqualification of the Bidder for the Microsoft and the Non-Microsoft portions of the RFB.**

Bidders: Note that the following requirements are summarized from Sections 2.4 and 2.5. Bidder shall check appropriate box to attest that the Bidder understands and agrees to the specific mandatory requirement as stated in Section 2.4 (Quality and Service Level Requirements for All Bidders) and the mandatory statements in Section 2.5 (Other Contractor Services). In addition, the Bidder shall check the appropriate box to attest that the Bidder agrees or does not agree to provide the specific desirable services listed in Section 2.5.

By checking the “yes” box on the form, the Bidder is agreeing that the Bidder shall perform the service as specified in Sections 2.4 and 2.5.

Section Number	Short Description of Service	Yes, will provide	No, can't provide	Mandatory Yes/No
2.4.1	Provide knowledgeable staff from 8 a.m. – 5 p.m. (M-F) (except State holidays). Staff shall be knowledgeable in all aspects of the Contract, Staff shall assist Authorized User in a timely fashion on all required tasks listed in 2.4.1			Yes
2.4.2	“Should” respond with answers to comments or questions within one (1) business day			No
2.4.2	“Shall” respond to all comments and questions older than two (2) business days with an estimated time for complete response			Yes
2.4.2	Responsible for follow-through to ensure all comments and questions are addressed			Yes
2.4.3	Provide a toll-free number for customer service			Yes
2.4.4	Provide web-based online ordering system that includes all the minimum requirements stated in Section 2.4.4 Online Commerce and Website.			Yes
2.4.5	Expected to deliver by delivery date agreed to or within seven (7) days ARO			No
2.4.6	Provide Destination Door Delivery FOB Destination			Yes
2.4.7	Provide accurate Unit Prices on Invoices, provide procedures for staff to determine accurate Unit Prices			Yes
2.4.7	Review required monthly report and issue credits for incorrect prices.			Yes
2.4.8	Provide post-order customer service			Yes

Section Number	Short Description of Service	Yes, will provide	No, can't provide	Mandatory Yes/No
2.4.9	Agree to return of product procedures			Yes
2.4.10	Obtain and maintain any necessary enrollment agreement documents			Yes
2.4.11	Provide License inventory and tracking system to any Authorized User requesting the service			Yes
2.4.12	Provide maintenance/support agreement information and tracking			Yes
2.4.13	Report purchase of licenses and maintenance support to Publishers when required			Yes
2.4.14	Provide accurate and timely reports as required in this Section 2.4.14 Contractor Report of Sales			Yes
2.4.15	Honor Publisher's guarantees and warranties			Yes
2.4.16	Agree to hire 3 <sup>rd</sup> party auditor annually who shall follow the State's Audit Methodology			Yes
2.5.1	Calculate new products using the Cost-Plus Percentage or List-Less Discount Percentage offered in the Bid response for that Publisher			Yes
2.5.2	Work proactively to help the State obtain better pricing, help the State with Publisher agreements and promptly notify Authorized Users of promotions or better prices from any Major Publisher or Microsoft			Yes
2.5.3	Reduce Cost-Plus Percentage or increase List-Less Discount Percentage if volumes increase for a particular Publisher.			Yes
2.5.4	Cannot charge service fees or additional fees. No small order, minimum orders or special order charges or surcharges unless required in the VLA			Yes
2.5.5	Respond to request for quotes from Authorized Users for any Publisher awarded to Bidder			Yes
	Section 2.5.6 is no longer applicable; Section #2.5.6 has been deleted from the main body of the RFB. RFB has not been renumbered.			
2.5.7	Post discontinuation of any Major Publisher's SKUs to the website			No
2.5.8	Provide software certificates			Yes
2.5.8	Include specific information on software license certificates and ability to provide Contractor purchase order numbers			No
2.5.9	Provide the Authorized User with several options as stated for receiving software			No