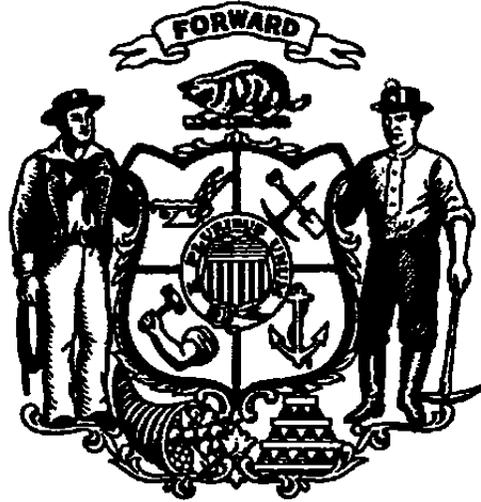


# State of Wisconsin



## AMENDMENT # 2

### CONTAINS CHANGES TO:

1.5 Definition of Cost

2.2.1 Microsoft Firm Prices

3.10 Method of Bid

4.3 Microsoft Portion Method of Award

Bid Form A. Added table for EA Cost-Plus Percentages

2.4.11 License Inventory and Tracking

2.4.12. Maintenance/Support Agreement Information & Tracking

Bid Form B. Changed "renew" "to re-enroll"

All changes are shown with tracking on.

This document is also provided with tracking off.

## 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:**

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

**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

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.

**REQUEST FOR BID**

**THIS IS NOT AN ORDER**

BIDDER (Name and Address)

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 15, 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 #2</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)
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This form can be made available in accessible formats upon request to qualified individuals with disabilities

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**NOTICE OF INTENT TO RESPOND  
STATE OF WISCONSIN  
MICROCOMPUTER SOFTWARE**

Purpose of Bidder Conference is to go over the submitted Bidder questions and the State's answers.

Please return this form via fax no later than **4:00 P.M.** Central Time on **July 6, 2010** to Karen Aasen at (608) 267-0600. You should return this form **whether or not** you intend to participate. Additional information regarding the Bidders' conference will be sent to the email addresses indicated below at least 24 hours in advance of the Bidder Conference. The conference will be via a Go-To-Meeting Webinar and the WisLine (dial a phone number to connect to teleconference).

The State intends to send the draft Questions and Answers document to Bidders that intend to attend the Bidders' Conference via email prior to the conference start. If time is available, Bidders will be able to type questions into the Webinar system and if on a telephone connected to WisLine, able to ask questions.

There is no charge for the Webinar link. Each Bidder will pay for their long distance charges if connected via WisLine. Bidders may attend the conference in person at 1 E. Wilson Street, 6<sup>th</sup> floor, Room 6F, Madison, WI.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Telephone \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Switchboard Telephone: \_\_\_\_\_

Mark the following as appropriate:

\_\_\_\_\_ We plan **to attend** the Bidders' Pre-bid Conference.

Via Go-To-Meeting \_\_\_\_\_ (yes) and WisLine \_\_\_\_\_ (yes) (mark one or both, if yes)

If via WisLine, indicate how many phone lines we will need (one for each phone) \_\_\_\_\_

In person in Madison, Wi. \_\_\_\_\_. If yes, how many people will attend? \_\_\_\_\_

\_\_\_\_\_ We **do not** plan to respond to this RFB

Reason if no: \_\_\_\_\_

Clearly indicate the names of up to 3 attendees from your company who plan to attend the pre-bid teleconference on **Thursday July 15, 2010, at 1:00 P.M.** Central Time:

Name: \_\_\_\_\_ Email \_\_\_\_\_ Telephone \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_ Telephone \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_ Telephone \_\_\_\_\_

## 1.0 RFB Information:

### 1.1 Statement of Purpose and Scope:

This Request for Bid (RFB) is issued for the State of Wisconsin by the Department of Administration's Bureau of Procurement (SBOP). The purpose of this RFB is to solicit Bids from qualified vendors/resellers in order to issue approximately five (5) Contracts to software resellers. Contracts will allow Authorized Users the ability to purchase Microcomputer Software and Maintenance/Support for the software. As defined in this RFB, Microcomputer Software includes all software and software maintenance that can be purchased through a Contractor if it is:

- "Shrink-Wrapped" software
- "Off-the-Shelf" software
- Licensed Software
- Software Media
- Software Upgrades
- Maintenance/Support Agreements offered by the Publisher/licensor.
- Subscription Software (see also below)

The scope of this RFB **does not** include:

- Specialized and highly-customizable software
- Software that requires implementation costs
- Software services other than maintenance/support
- Specific Symantec anti-virus software (Endpoint Protection) on Contract # 15-20890-601. If more information is needed, contract link on VendorNet is <http://vendornet.state.wi.us/vendornet/asp/ContractView.asp?SystemContractNumber=1924&sCommand=DisplayContract>
- Subscription Software that includes services that could affect the State's labor force, including but not limited to:  
Microsoft's Business Productivity Online Standard Suite (BPOS).

In addition, the State has separate non-mandatory contracts with Oracle, ESRI and SAS.

**The scope of this RFB does not include any professional services, such as consulting, or any other professional services offered by a Contractor or Publisher/licensor.**

### 1.2 Overview:

The Contract(s) resulting from this RFB are intended to be the instruments that can be used by all Authorized Users to purchase substantially all of their Microcomputer Software and maintenance/support needs.

There are 50+ State Agencies, boards and commissions, and 26 campuses of the University of Wisconsin System (UW) located throughout the State. In addition, municipalities and other public entities authorized to use State contracts by the Wisconsin Statutes are significant buyers that purchase from attractive State of Wisconsin contracts.

The State of Wisconsin's agencies, UW system, and other public bodies collectively referred to as the "Authorized Users", spent in excess of \$22 million during fiscal year 2009 on Microcomputer Software from the resellers on the current contract. **Since this number is based on past usage and may fluctuate up or down, the State does not guarantee minimum volume commitments.**

Authorized Users will use purchase orders, blanket orders and PCards (credit cards) to purchase software and maintenance/support. Authorized Users may also obtain quotes on specific needs from two (2) or more of the Contractors on the Contract before determining which Contractor will receive the order. Currently there are five (5) resellers on the contract, two (2) of these resellers were also awarded the Microsoft portion of the Contracts.

### 1.3 RFB Expectations:

With issuance of this RFB, the State is explicitly seeking to achieve three (3) objectives: 1) consolidate and leverage purchasing power, 2) create a contractual vehicle that satisfies statewide requirements for purchase of Microcomputer Software and maintenance/support, and 3) obtain the best pricing (cheapest) available.

The resulting statewide Contracts from this RFB are **mandatory** for all State Agencies and the UW system.

### 1.4 Procuring and Contracting Agency:

The Department of Administration's Bureau of Procurement (SBOP) is the sole point of contact for the State of Wisconsin during the RFB solicitation and selection process. The person responsible for managing the procurement is Karen Aasen, the RFB Manager.

At the start of the Contract period, all Authorized Users shall be permitted to place orders with the awarded Bidders.

### 1.5 Definitions:

The following are explanations of terms and abbreviations appearing throughout this RFB:

- Agency or State Agency – means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts.
- Authorized User – means State Agencies and Municipalities, as defined herein, that may purchase software and maintenance/support using the Contract.
- Bid – means the complete response of the Bidder submitted by the Bid due date setting forth the Bidder's prices for providing the materials described in the RFB.
- Bidder— means any individual, company, or corporation or other entity that responds to this RFB.
- Contract – means the written document issued by the State with the successful Bidder(s) containing at a minimum the terms and conditions of the agreement and the responsibilities of the Contractor based on this RFB.
- Contract Manager – means the Contract Administrator in the State Bureau of Procurement.
- Contractor – means a Bidder that is awarded a Contract as a result of this RFB. Please note that the terms "Contractor" and "Bidder" are essentially used interchangeably in this RFB. "Contractor" is used for grammatical purposes when referring to the future status of a successful Bidder operating under a State Contract.
- Cost – means the amount paid or required in payment for a purchase. Cost for this RFB means the individual price listed on an invoice (including an electronic accounts payable transaction) for a specific item paid by the Contractor to the Publisher/distributor/licensor of the software. Any discounts allowed on the Publisher/distributor/licensor's invoice shall be used to determine the exact invoice price for an item paid by the Contractor. This Cost is used to calculate the State's Unit Price.

- Cost-Plus Percentage – means the percentage bid by a vendor in response to this RFB. The Contractor shall calculate the State's Unit Price for a specific item by multiplying the Cost times the Cost-Plus Percentage and adding the result to the Cost. The Cost-Plus Percentage is also known as the "mark-up".
- ERP – means the Estimated Retail Price list issued by a Publisher.
- Firm Price – means the Unit Price offered by a Bidder for specific Microsoft products in the Microsoft Enterprise Agreement (EA) program.
- LAR – means a Microsoft Large Account Reseller.
- List Price – means the current price for an item on a price list published by a Publisher.
- List-Less Discount Percentage – means the percentage bid by a vendor in response to this RFB. The Contractor shall calculate the State's Unit Price for a specific item by multiplying the List Price times the List-Less Discount Percentage and subtracting the result from the List Price.
- Mandatory – means the minimum or basic elements that are absolutely essential to the requirements. Failure to meet a mandatory requirement will disqualify the Bidder's response. Mandatory statements in this RFP include the word shall, must or will.
- Municipality – means any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public or quasi-public corporation, board or other body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in the State or Wisconsin may participate in the Contract per ss. 66.0301(1) and (2), Wis.Stats.
- Publisher – means a manufacturer of software that may produce and license multiple products.
- RFB – means this Request for Bid and any attachments, amendments, etc.
- SBOP – means the State of Wisconsin Department of Administration's State Bureau of Procurement.
- SKU – means the Publisher's product number for a specific software product. A reseller may also have their own product number for every software product they sell.
- State – means the State of Wisconsin.
- Unit Price – means the selling price to the State for one (1) specific item to the Authorized User. The Unit Price times the quantity purchased equals the extended price. Unit prices are calculated for most items in this RFB by multiplying the Cost times the Cost-Plus Percentage and adding the result to the Cost. Other Unit Prices in this RFB are either firm Unit Prices or prices calculated using the List Price and the List-Less Discount Percentage.
- UW – means the University of Wisconsin System.
- VendorNet – means the State established website for Contract and Bid information. The link: <http://vendornet.state.wi.us>
- WTCS – means the Wisconsin Technical College System (aka the Tech Schools).

## 1.6 Inquiries & Questions and RFB Amendments:

The State of Wisconsin welcomes your interest in working with the State, and is pleased to answer any questions you may have in formulating your Bid response.

All Bidder questions must be submitted in writing via email, no later than **July 6, 2010 at 4:00 PM Central Time**, to the RFB Manager:

Karen Aasen  
RFB Manager  
State Bureau of Procurement (SBOP)  
[Karen.aasen@wisconsin.gov](mailto:Karen.aasen@wisconsin.gov)

Bidders are expected to raise any questions they have concerning the RFB during this time period. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder shall immediately notify the RFB Manager of such error and request modification or clarification of the RFB. **All questions and communications must cite the appropriate RFB section number.**

No phone or faxed questions will be acknowledged. All questions submitted to RFB Manager prior to July 6, 2010 at 4:00 PM Central Time should be answered during the pre-bid conference. SBOP will also attempt to answer any new questions posed during the pre-bid conference. Bidders should be aware that any questions or comments made during the pre-bid conference are **NOT** necessarily the formal response.

The formal response (answers) to all questions will be published on the VendorNet website at <http://vendornet.state.wi.us>, after the SBOP has had an opportunity to formulate responses.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, amendments to the RFB will be provided via a posting on VendorNet.

The Bidder's response shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFB and any supplements or revisions thereof.

Bidders are encouraged to visit the RFB website on VendorNet periodically to ensure that the information they have is the most current. This is most important for the Bidders who were not registered on VendorNet at the time of the RFB release since they will not receive any automatic VendorNet email notifications for this RFB.

All contact with any State employees concerning this RFB is prohibited, except as authorized by the RFB Manager, during the period from the date of release of the RFB until the notice of intent to award is released. Failure to adhere to this provision is cause for disqualification of a Bidder's response.

### **1.7 Optional Pre-Bid Teleconference:**

An optional pre-bid conference will be held at **1:00 P.M. Central Time on Thursday July 15, 2010** via conference call (WisLine) and the Go-To-Meeting Webinar. The purpose of this conference is to allow Bidders an opportunity to hear the answers to questions submitted and, if time is available, to present additional questions and obtain clarification relative to any facet of this RFB. While participation at this conference is not a prerequisite to submitting a Bid, Bidders who intend to submit a Bid are strongly encouraged to attend. Please have a copy of the solicitation available during the call.

In order to register for the teleconference, Bidders are requested to indicate the anticipated participants by listing their names (up to 3 participants per Bidder) on the Intent to Respond Form (see page 5) and return it by fax to Karen Aasen at (608) 267-0600 no later than July 6, 2010 at 4:00 PM Central Time. Be sure to include email addresses for each participant. Bidders will be given a local telephone number to access the conference; Bidders will be charged with their own long-distance phone charges. Bidders may also attend the conference in person in Madison, Wisconsin.

All questions submitted in writing prior to the pre-bid conference should be answered and posted to VendorNet prior to the conference. Additionally, the SBOP will make an effort to post all relevant questions and answers posed during the pre-bid conference as soon as possible

after the conference. The pre-bid conference will not be recorded, so questions and answers may be paraphrased.

Only those changes and clarifications to the RFB issued in writing by the State in the form of an amendment posted on VendorNet shall be official and enforceable.

### **1.8 Reasonable Accommodations:**

Upon request, the SBOP will provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities. If the Bidder needs accommodations, contact Karen Aasen, the RFB Manager at (608) 267-4506.

### **1.9 Estimated Timetable for RFB:**

The key RFB dates are outlined below. In the event that the SBOP 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 an amendment to this RFB and posting it on VendorNet.

Bids are due at **2:00 PM Central Time on August 3, 2010.**

It is anticipated that the selected Bidder(s) will finalize and sign Contracts within thirty (30) days of being identified for an award, subject to any required transition period(s) from existing contract(s) and implementation of the new Contract.

<b>RFB Milestones</b>	<b>Completion Dates (all Central Time)</b>
RFB Issue Date	June 29, 2010
Notice of Intent to Respond including list of attendees for Pre-Bid Teleconference	July 6; 2010, 4:00 PM
Written Questions due	July 6, 2010, 4:00 PM
Draft Answers to Questions posted to VendorNet	July 13, 2010 (target, no guarantee)
Pre-Bid conference	July 15, 2010; 1:00 PM, Central Time
Written Q&A posted to VendorNet	July 20, 2010 (target)
Written Bids due	August 3, 2010; 2:00 PM

### **1.10 Contract Term:**

The Contract(s) awarded for the Microcomputer Software (including “shrink-wrapped” software, licensed software, software media, upgrades, and maintenance/support) of this RFB will have Contract periods that are targeted to last approximately three (3) years with an option by mutual agreement of the State and the Contractor(s), to renew for two (2) additional one-year periods.

The start date for the Contracts is targeted for September 1, 2010, but is subject to change depending upon any required change of reseller notices to Publishers. The three (3) year targeted end date is 8/31/2013, but is also subject to change, and will be at the discretion of the State.

### **1.11 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. Bidders may use the same website address for inclusion on the Bidders’ list for goods and services that

the organization wants to sell to the State. A free registration with notification guarantees the organization will receive an email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid 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. Registered Bidders with Internet access will also receive email notices of these simplified bid opportunities.

**1.12 Minority Business Enterprises:**

If a Bidder is a Wisconsin Certified Minority Business Enterprise, please indicate this by checking the appropriate box on the Request for Bid form #DOA-3070 (R08/2003) (2nd page of this RFB).

## 2.0 Products-Software and Maintenance/Support:

### 2.1 Spend and Overview of Contracts:

All software products (as described in the Statement of Purpose and Scope, Section 1.1) and maintenance/support offered for resale through a reseller by any software Publisher are included in this RFB.

The State recognizes that not all Publishers use resellers to distribute their products. Some Publishers sell only certain products through resellers. In addition, a Publisher who does use resellers might not distribute their products through every Bidder. The State expects that by awarding Contracts to several Bidders, the State will cover most of its Authorized Users' Microcomputer Software and maintenance/support needs.

Bidders who are interested in bidding on the State's needs should understand that the number of transactions is large, the number of Authorized Users is large, many orders may be small dollar orders, the variety of products purchased is significant and the locations of the Authorized Users are scattered all over the State. The State has selected thirteen (13) of the Publishers from the list below to use for the determination of the Bidders who will receive an award. These Publishers are listed on the Bid Form D in Section 6.11, Bid Forms. If a Bidder cannot provide software and maintenance/support for at least ten (10) out of the thirteen (13) listed, the Bidder's response shall be disqualified. See also Section 4, Bid Selection and Award Process for additional information regarding the method of award.

The State of Wisconsin purchased more than \$22 million worth of Microcomputer Software licenses and software maintenance/support based on Fiscal Year 2009 (July 1, 2008-June 30, 2009) data. Purchases were made by the Authorized Users: 1) State Agencies, 2) The University of Wisconsin System (all 26 campuses), and 3) Wisconsin Municipalities, Public Bodies, Public Entities and Tribes.

Fiscal year 2008 purchases equaled approximately \$21.7 million.

Fiscal year 2007 purchases equaled approximately \$18.3 million.

The approximate spend for Microcomputer Software and maintenance/support for some Publishers during each fiscal year is listed in the following table. Note that the purchase volume for each Publisher can vary significantly from one year to another.

Major Publishers	FY 2009 spend	FY 2008 purchases	FY 2007 purchases
8E6 Technologies	\$380,185.00	\$0.00	\$0.00
Adobe	\$474,354.00	\$252,777.24	\$347,373.27
Altiris	\$191,717.00	\$ 0.00	\$0.00
Arvato	\$144,405.00	\$1748.58	\$486.00
Autodesk	\$32,907.00	\$44,588.00	\$8,025.00
Business Objects	\$390,828.00	\$241,916.47	\$690,747.42
Citrix	\$42,937.00	\$317,109.05	\$77,351.24
Computer Associates	\$136,858.00	\$110,805.00	\$84,162.11
Corel	\$33,737.00	\$13,374.24	\$32,535.00
Day Software	\$257,550.00	\$ 0.00	\$0.00

Major Publishers	FY 2009 spend	FY 2008 purchases	FY 2007 purchases
DLT	\$314,540.00	\$0.00	\$0.00
Document Sciences Corp	\$51,120.00	\$0.00	\$290,820.00
Genus	\$138,000.00	\$0.00	\$0.00
Hewlett Packard	\$91,957.00	\$166,769.95	\$7,000.00
Hummingbird	\$5,212.00	\$1,334.00	\$300.00
IBM	\$2,057,263.00	\$1,328,749.79	\$1,648,288.04
LANDesk	\$ 370,181.00	\$382,067.63	\$114,569.00
Lenovo	\$133,639.00	\$ 0.00	\$614.00
Logistics	\$0.00	\$157,960.73	\$1,061.00
Lotus	\$0.00	\$373,711.23	\$19,316.00
Macromedia	\$0.00	\$0.00	\$800.00
McAfee	\$114,403.00	\$119,211.00	\$157,186.60
Microsoft	\$12,397,805.00	\$14,381,934.00	\$11,924,545.74
Novell	\$662,615.00	\$709,453.87	\$521,410.98
Nuance	\$45,612.00	\$ 77,153.00	\$36,694.58
Quest	\$277,751.00	\$239,926.91	\$44,688.00
Sophos	\$11,995.00	\$61,524.00	\$171,892.00
Symantec	\$656,434.00	\$501,450.67	\$340,799.20
Trend Micro	\$69,396.00	\$80,186.00	\$ 72,100.00
Veritas	\$13,757.00	\$105,679.27	\$127,270.65
VMWare	\$482,663.00	\$193,708.00	\$55,980.68
Xyzos	\$0.00	\$51,595.92	\$302,021.00
Total of Above	\$19,979,821.00	\$19,914,734.55	\$17,078,037.51
OTHER software Publishers	\$2,046,647.00	\$1,801,450.45	\$1,227,825.49
Grand Total	\$22,026,468.00	\$21,716,185.00	\$18,305,863.00

It is the intent of the State to award the Contract resellers the ability to sell any Publisher's software and maintenance/support (provided it is within the Statement of Purpose and Scope stated in RFB Section 1.1) except for Microsoft. It is the intent of the State to award the Microsoft Government portion of the RFB to approximately two (2) resellers (out of the approximately five (5) awarded resellers) who are Microsoft Large Account Resellers (LAR). The Microsoft Academic portion of the RFB may be awarded to a different LAR than the Government portion. The intent of the State is to award the academic portion of the RFB to one (1) Academic LAR.

The State may opt to award any given Publisher to one (1) or more Bidder(s). However, the State prefers to award all Contractors the ability to sell any Publisher's software, provided it is

within the scope of the Statement of Purpose and Scope in this RFB (Section 1.1). The exception to this effort will be the Microsoft since these awards must be to LARs. (See also Bid Selection and Award Process, Section 4.0).

This RFB will affect only the selection of Contractor(s) for the new Microcomputer Software Contract. The RFB does not affect the current Master License Agreements the State has with Microsoft, Novell, Symantec, LANDesk or any other Master License Agreements in place.

Bidders do NOT have to be a LAR to submit a Bid for this RFB. However, the State must award the Microsoft portion of the RFB to a LAR because it has an Enterprise Agreement with Microsoft.

If quoting on the Microsoft portion of the RFB a Bidder shall provide certificates/documents documenting that they are currently a Microsoft Government and/or Academic designated LAR. (See Section 6.9, Microsoft LAR Service Requirements Response Form for Government and Academic.)

**Failure to demonstrate Microsoft LAR designation through a certificate/documentation shall result in disqualification of the Bidder for the Microsoft portions of the RFB.**

## **2.2 Pricing Structures:**

There are three (3) methods for purchasing/pricing that shall be part of the Contracts:

- Firm prices (calculated using List-Less Discount Percentages) for the Microsoft Enterprise products listed in the RFB.
- List-Less Discount Percentages for all Novell products.
- Cost-Plus Percentage(s) for all Microsoft Government products not on the Firm Price list and all other Publishers.
- Cost-Plus Percentages for the Microsoft Campus and School products and the Academic Select.

### **2.2.1 Microsoft-Government:**

The Microsoft Government portion of the Contract includes any Microsoft product available for sale provided it is within the scope of the Statement of Purpose and Scope in RFB Section 1.1. The Contract includes all Microsoft Government programs, any agreements signed by the State, any programs offered by Microsoft currently or in the future and any agreements signed by the State during the Contract period. **EXCEPTION:** The Contract does not include Microsoft's Business Productivity Online Standard Suite (BPOS) or similar products that include services that could affect the State's labor force.

The State currently has the following Microsoft Government Agreements.

- Microsoft Select (Select)
- Microsoft Enterprise Agreement (EA)

The Contractor shall post on its website by the first (1<sup>st</sup>) of each month, the State's current Unit Price for each item in Microsoft's **Select** product line (provided the item is within the scope of the Contract, see Section 1.1). The Cost-Plus Percentage identified in the Contract shall be the maximum percentage the Contractor shall use to determine the State's Unit Price. Prices shall be calculated using the Contract's Cost-Plus Percentage and the most current Microsoft Select Level "D" cost price issued by Microsoft on a monthly basis. The State's price list shall include at least the following information:

- MS SKU number
- MS Product Description
- Level
- Purchase Unit
- Product Type

- Language
- Product Family
- MS Pool Designation
- Unit Count
- MS Cost
- Cost-Plus Percentage used to calculate the State's Unit Price.
- State of Wisconsin Contract Price (Unit Price)

Each price list shall be kept by the Contractor for the life of the Contract including renewals, plus three (3) years. For example, the first price list posted on the first month of the Contract shall be kept available for retrieval for no less than ninety-six (96) months if the State uses all its Contract renewals. In addition, the Contractor's formula and Microsoft's cost price list used to calculate the State's Unit Price shall be kept for the same time period and be made available to the State and any auditors when requested or required.

The Microsoft Enterprise Agreement (EA) includes some **Firm Prices** for three (3) year periods (Current EA runs from March 1, 2010 – February 28, 2013). The Contractor shall post on their State of Wisconsin website the following information for each item with EA pricing. Prices shall be the prices as stated in the Contract.

- MS Product Name
- MS SKU Number
- Contractor's Firm Price for each item for each of the three (3) years of the enrollment.
- True-up price for each item for each year of the three (3) years of the enrollment.
- Format shall be the same as the Bid Form B Spreadsheet attachment with the Contractor's Firm Prices

**Firm prices** shall remain posted on the Contractor's website as long as any Authorized User has the right to the price listed on the price list. For example, enrollments and reenrollments in the first (1<sup>st</sup>) year of the MS three (3) year EA agreement are priced using the same price list all three (3) years of the enrollment. Enrollments that commence in the second (2<sup>nd</sup>) year or third (3<sup>rd</sup>) year of the MS three (3) year agreement may use a different price list that shall also be posted for the applicable period. Any price changes on the Firm Priced EA products shall be changed only by a Contract amendment by the State.

Authorized Users also purchase products using the EA that are not listed on the Firm Price list attached to this RFB. Any product purchased on the EA that is not a Firm Price product shall be as follows. The Contractor shall post on its website by the first (1<sup>st</sup>) of each month, the State's current Unit Price for each item in Microsoft's **EA** product line (provided the item is within the scope of the Contract, see Section 1.1). The Cost-Plus Percentage identified in the Contract shall be the maximum percentage the Contractor shall use to determine the State's Unit Price. Prices shall be calculated using the Contract's Cost-Plus Percentage and the most current Microsoft EA Level "D" cost price issued by Microsoft on a monthly basis. The State's EA price list shall include at a minimum the same information as listed above for the Select price list.

Each EA price list shall be kept by the Contractor for the life of the Contract, plus three (3) years. In addition, the Contractor's formula and Microsoft's cost price list used to calculate the State's Unit Price shall be kept for the same time period and be made available to the State and any auditors when requested or required.

The Contractor's monthly spend report (See Section 2.4.14, Contractor Report of Sales) shall clearly identify any Firm Priced item as an "EA Firm Price" item in column "J" or "K" since no Cost-Plus Percentage or List-Less Discount Percentage will apply to the calculation of the Unit Price. The assumption is that the Contractor will invoice the Authorized User with the correct Firm Price and then report the same Firm Price on the monthly spend report.

Pricing shall be available for viewing by all Authorized Users and Contractor's representatives.

If the State enrolls in additional Microsoft programs, the Contractor shall post all appropriate prices on its website.

Contractor shall retain appropriate documentation for all price lists for the life of the Contract plus three (3) years.

Bidders may submit a Bid on either or both the Government or the Academic portions of the RFB, however, when bidding on Microsoft, Bidders must bid on all parts of the Government pricing matrix and/or all parts of the Academic matrix. Bidders cannot bid on just one part of the Government or Academic matrices. (See Preparing and Submitting a Bid, Section 3.0 and Method of Bid, Section 3.10).

If submitting a Bid for the Microsoft Government portion of the RFB, Bidder(s) shall include with the Bid response the Certification/Documentation of their current standing as a Microsoft Government LAR. Attach the Certification/Documentation to the completed Microsoft LAR Service Requirements Response Form-Government and Academic in Section 6.9.

### **2.2.2 Microsoft-Academic:**

The Microsoft Academic portion of the Contract includes any Microsoft product available for sale with academic pricing, provided the product is within the scope of the Statement of Purpose and Scope in Section 1.1. The Contract includes all Microsoft academic programs and any agreements signed by the UW, any programs offered by Microsoft currently or in the future and any agreements signed by the UW during the Contract period.

The UW currently has the following two (2) Microsoft Academic Agreements. In addition, it is considering the Academic Select-Plus program.

- Education Select Agreement (aka, Academic Select Agreement). The UW has a Subscription licensing program and receives pricing off the Microsoft Level "A" price list. The UW agreement with Microsoft is for a three (3) year period. The Unit Price for these products shall be determined by multiplying the Contractor's Cost (invoiced by Microsoft) times the Contract's Cost-Plus Percentage and adding the result to the Cost.
- Campus and School Agreement. The three (3) year agreement is paid in three (3) annual payments. The Student option is included. IPEDS is used for the FTE count.

The University of Wisconsin (UW) and the Wisconsin Technical College System (WTCS) place the bulk of their purchases once each year. However, campuses may purchase additional products at any time during the year.

Microsoft has committed to providing discounts to the distributor's invoice (not the reseller). Contractor will receive an invoice from the distributor. This invoice document shall determine the Cost for each of the Campus and School products. Contractor shall calculate the Unit Price for these products by multiplying the Cost times the Cost-Plus Percentage and adding the result to the Cost.

Microsoft's July 2010 price list to the distributor is firm for all products purchased on the three (3) annual purchase orders that are issued on August 1, 2010, August 1, 2011 and August 1, 2012 provided the item was purchased on the first order. All other products purchased throughout the Microsoft Academic contract period (August 1, 2010-July 31, 2013) are based on a current price list. The Unit Price for an item shall be the price on a current price list (issued by Microsoft to the distributor) the first time the item is purchased by the UW or WTCS and shall be the Firm Price for all other purchases of the same item made during the three (3) year period.

Software Assurance (SA) is purchased, but not on all products and not by all campuses. If SA is purchased, it is bought at the campus level.

Reporting: The following reports are required from the Contractor. These reports shall be sent directly to UW and the WTCS.

The UW and the WTCS receive a Unit Price list each month identifying each Microsoft Academic Select product. The report shall be received by the UW and the schools no later than the last day of the month preceding the month the price list is in effect (i.e., prices that are in effect during the month of October are due no later than September 30<sup>th</sup>). The report includes the following information.

- MS Part Number (SKU)
- MS Description
- Cost price from Microsoft's Level "A" current price list for that month
- UW and WTCS's Unit Price calculated by the Contractor using the Contract's Cost-Plus Percentage
- Purchase Period (length of the license purchased, generally # of years)
- Pool Name

Each price list shall be kept by the Contractor for the life of the Contract including renewals, plus three (3) years. For example, the first price list posted on the first month of the Contract shall be kept available for retrieval for no less than ninety-six (96) months if the State uses all its Contract renewals.

Annually, the UW and the WTCS receive a report identifying the quantity purchased for every product by campus. These purchases are added to the existing inventory. The report also provides the ERP Price, the discount and the purchase price for each item. The value of each campus' inventory is also provided. If there is a change of contractors, the Contractor shall receive the current inventory at the start of the Contract from either UW or the current contractor.

These reports are in addition to the report the Contractor is required to send to the Contract Manager. (See Section 2.4.14, Contractor Report of Sales).

Academic pricing shall be available for any Authorized User who is eligible for an academic status such as the State of Wisconsin Department of Public Instruction, colleges, schools, etc.

If submitting a Bid for the Microsoft Academic portion of the RFB, the Bidder shall include with the Bid response the Certification/Documentation of their current standing as a Microsoft Academic LAR. Attach the Certification/Documentation to the completed Microsoft LAR Service Requirements Response Form-Government and Academic in Section 6.9.

### **2.2.3 Non-Microsoft Publishers (Major Publishers and Other Publishers):**

The non-Microsoft Software is defined as all software Publishers except for Microsoft. The Authorized User may purchase any software or maintenance/support available from the Contractor(s), provided it is within the scope of the Statement of Purpose and Scope in Section 1.1.

The non-Microsoft Software pricing structure consists of a Cost-Plus Percentage with the exception of Novell Software. The Novell Software section uses a List-Less Discount Percentage structure based on the current Master License Agreement between the State and Novell. Both Government and Academic Cost-Plus Percentages shall be included in the Contracts, except for Novell. Novell academic purchases are direct with Novell.

The Contracts shall include a Publisher specific Cost-Plus Percentage for each of the following thirteen (13) Publishers. These Publishers are estimated to represent 60% of the total non-Microsoft spend for the State and are listed in the matrix (see Section 2.1, Spend and Overview of Contracts). For purposes of the RFB and the Contract, these thirteen (13) Publishers are considered "**Major Publishers**". The Bid Form includes the Cost-Plus Percentages for both

Government and Academic purchases and a List-Less Discount Percentage for Novell Government.

The Cost-Plus Percentages listed in the Contract shall be the maximum percentage used by the Contractor to calculate the Unit Price for the each of Major Publisher's products (except Novell) sold to the State.

The List-Less Discount Percentage listed in the Contract shall be the minimum percentage used by the Contractor to calculate the Unit Price for Novell's products.

Note: The State recognizes that not every Bidder will be able to quote a Cost-Plus Percentage for each of the thirteen (13) Major Publishers, although we expect that each Bidder resells most of the following Publishers. Bidder shall complete Bid Form D to the best of its ability. However if a Bidder cannot provide at least seventy-seven (77%) percent of the thirteen (13) Publishers listed on Bid Form D, the Bidder shall be eliminated from further consideration for an award. In other words, the Bidder shall be able to provide software and maintenance/support for at least ten (10) of the thirteen (13) Publishers listed on Bid Form D.

Each reseller Contract awarded will identify which of the following Major Publishers the Contractor is able to provide and the Cost-Plus Percentages that the Contractor quoted in the Bid Form D. The Contractor shall use the appropriate Cost-Plus Percentage to calculate the Authorized User's Unit Price for Government and Academic purchases.

- Adobe
- Arvato
- Business Objects
- Computer Associates
- Hewlett Packard
- IBM
- LANDesk
- McAfee
- Novell (using List-Less Discount Percentage)
- Quest
- Symantec (including Veritas)
- Trend Micro
- VMWare

### **2.3 Microsoft Large Account Reseller (LAR) Service & Support Requirements:**

This section of the RFB contains the minimum service and support requirements that each of the successful Microsoft Large Account Reseller (LAR) Bidders shall perform at no additional cost.

A Bidder submitting a Bid on the Microsoft Government or the Microsoft Academic portions of the RFB shall indicate its ability and willingness to satisfy each of the requirements detailed in Section 2.3 (Microsoft Large Account Reseller (LAR) Service & Support Requirements) by completing the Microsoft LAR Service Requirements Response Form for Government and Academic in Section 6.9. 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 portion of the RFB. Mandatory requirements include the word "shall". Each of the following requirements in this Section 2.3 is mandatory.

#### **2.3.1 LAR Requirement:**

The Contractor shall be Microsoft Authorized North American Large Account Resellers (LAR) during the Contract period.

### **2.3.2 Customer Service:**

The LAR shall have staff knowledgeable with Microsoft issues available to service the State from Monday through Friday (excluding State-designated legal holidays) from 8:00 a.m. – 5:00 p.m. Central Time.

### **2.3.3 Knowledgeable Staff:**

The LAR employee(s) assigned to the State of Wisconsin accounts shall be knowledgeable regarding all aspects for each of Microsoft's Agreements, programs, products, licensing procedures, etc. in order to provide full service to the State and all Authorized Users. Contractor's staff shall assist the Authorized User in a timely fashion with the following minimum Contract requirements:

- Assistance with Choosing the Correct Type of Enrollment
- Assistance in Finding a Product to meet a Specific Need
- Assistance in Choosing the Correct Product SKU
- Provide Enrollment and Renewal Completion
- Communicate Product Knowledge and Product Needs
- Instruct Authorized User on Ordering Process and Monitoring
- Assistance with Product Use Rights
- Provide Compliance Knowledge (Microsoft and State Contracts)
- Assistance with Software Benefits
- Assistance with the VLSC Website
- Resolve Issues for Authorized User with Microsoft (e.g., Benefits, Licenses, Enrollments, etc.)
- Instruct Authorized User on the Contractor Services Available in the Contract
- Pricing

### **2.3.4 Applicable Microsoft Programs:**

The LAR shall provide Microsoft software products and related LAR service for all Microsoft programs and Software License Agreements (Government or Academic or both depending on the Contract award).

### **2.3.5 Contract Pricing:**

The LAR shall be responsible for quoting, invoicing and reporting accurate Contract pricing to the Authorized Users and the Contract Manager for all software and maintenance/support for all programs.

### **2.3.6 Website and Contract Pricing on Website:**

Contractor shall provide a website that includes all the requirements listed in Section 2.4.4, Online Commerce and Website.

The Contractor's website shall list the State's current Unit Prices for each Microsoft product for each of the Government Agreements per Section 2.2.1, Microsoft Government and the monthly Academic Select price list created for the UW and WTCS per Section 2.2.2.

Any new Microsoft Agreements signed by the State require the Contractor to add additional pricing to their website. If the pricing structure and/or the pricing for the program are different than the any existing pricing structure, the Contractor shall post to its website the pricing structure or program approved by the State.

### **2.3.7 Servicing and Administration of Microsoft's Agreements and Enrollments:**

The LAR shall be responsible for servicing and administering each Microsoft License Agreement and each Authorized User's enrollment, ensuring prompt processing of all

enrollment forms and ensuring each enrollment is properly placed against the correct Microsoft Software License Agreement.

### **2.3.8 Enroll and Educate:**

The LAR shall be familiar with all aspects of Microsoft's enrollment and re-enrollment processes. The LAR shall enroll new Authorized Users and educate all Authorized Users regarding rights and responsibilities under the applicable Agreement. The LAR shall assist Authorized Users with the re-enrollment process when required.

The LAR shall provide Authorized Users with assistance in selection of appropriate software. The LAR shall provide Authorized Users with assistance in determining the most cost-effective buying strategies and in ensuring that the Authorized User is in compliance with licensing requirements.

### **2.3.9 Process Enrollment Forms:**

The LAR shall process all Enrollment Forms so that orders may be placed within twenty-four (24) hours of the enrollment being completed.

### **2.3.10 Process and Account for Licenses**

The LAR shall provide all sales, support, management and reporting services required to process and account for all "Authorized User" licenses.

### **2.3.11 Software Assurance:**

The LAR shall be responsible for ensuring that each order that includes software assurance benefits is applied to the correct enrollment number and that all the benefits are listed in the correct amounts.

### **2.3.12 Enrollment Primary Contact and Notices Contact and Online Administrator Names on VLSC (MS Website):**

The LAR shall be responsible for ensuring that the "Primary Contact" and the "Notices Contract and Online Administrator" names are kept up to date in Microsoft's VLSC website for each enrollment. This requirement includes active, inactive and expired enrollments. These names are critical to ensure that information (i.e., Emails) sent by the Contractor and/or Microsoft regarding the enrollment are sent to active email addresses.

### **2.3.13 Obtain Best Prices for the State:**

The LAR shall be an advocate for the State of Wisconsin to research and investigate ways to help and support the State to obtain the best pricing possible on any Microsoft Agreement or program, including existing agreements. The LAR should be proactive in this area and bring ideas to the Contract Manager on how to obtain better (cheaper) prices for the Authorized Users.

### **2.3.14 Identify Potential Users:**

The LAR may be required to identify potential users and actively market new Microsoft programs by methods such as, regional meetings, personal sales calls, website information, mass mailings, email etc.

### **2.3.15 Contractor Website Searches:**

The LAR shall develop, within thirty (30) days after the Contract effective date, a LAR hosted and maintained Wisconsin Internet website that includes the Microsoft pricing as required by the Contract. This site shall be easily accessible with the capabilities to search by product number

or a keyword (requiring minimum number of clicks). The website should have the capability to clearly display the last date the website pricing was updated.

### **2.3.16 Website Announcements and Information:**

The LAR shall include an “Announcement, Instruction and Information Page” on the LAR website. This page shall be maintained by the LAR with the most recent special LAR announcements and information regarding Microsoft products. The website’s home page shall clearly describe the path to the State of Wisconsin’s Microcomputer Software Contract pricing web page(s) for each Agreement.

### **2.3.17 Pricing Updates on Website:**

The LAR shall make updated State of Wisconsin Unit Prices for the Select Agreement available on the web page on or before the first day of the month following its release by Microsoft.

### **2.3.18 Special Promotions and Prices:**

The LAR shall post on its State of Wisconsin website any special Microsoft promotions or pricing improvements to the Unit Price list during the month. The LAR shall be responsible for providing all details regarding the special promotions by clearly describing the promotion especially if the Microsoft instructions are not clear.

### **2.3.19 Promptly Report all Orders to Microsoft:**

The LAR shall promptly report all orders to Microsoft in accordance with the provisions in the applicable agreement the LAR has with Microsoft.

### **2.3.20 Discontinuation of SKU’s**

The LAR shall communicate Microsoft’s discontinuation of any SKUs to the LAR’s State of Wisconsin web site within five (5) business days of receipt of the information from Microsoft.

### **2.3.21 Report Accurate Order Information to Microsoft:**

The LAR shall ensure that all orders submitted to Microsoft reference valid Microsoft required data, such as, but not limited to, the specific Enrollment Number and a corresponding purchase order number. Any orders not referencing valid numbers shall be promptly returned to the Authorized User.

### **2.3.22 Reconcile Microsoft Reported Orders and Licenses with Authorized User’s Records:**

The LAR shall provide assistance to Authorized Users in the reconciliation of actual processed orders, as released by Microsoft on their License Confirmation List. The LAR shall provide a “Reconciliation Report”, upon an Authorized User’s request, that includes the Authorized User’s purchase order number and the license number that corresponds to the License Confirmation List.

### **2.3.23 Assist Authorized User with Explanation of Terms and Conditions in Agreements:**

Copies of the State of Wisconsin’s Microsoft License Agreements are available on the State’s VendorNet system; accessible by using the following steps:

- To find the State’s Microsoft Contracts, go to the following web address:

<http://vendornet.state.wi.us/vendornet/procman/prob2b.asp>

- Scroll down and find the Computer Software contracts.
- Click on Contract 15-20800-501. (This is the Home Page.)
- Scroll down to the Attachments.

- Separate links are provided for the both the Enterprise and the Select Agreements on this Home Page.

Click on the Microsoft Enterprise Agreement Information link and then scroll down to the Links on page 7 and click on the Microsoft Enterprise Agreement.

Click on the Microsoft Select Agreement Information link and scroll down to the highlighted blue green area and click on the Select Agreement.

The LAR's representative(s) shall be knowledgeable about these Agreements and be able to answer Authorized User questions. In addition, the LAR shall be responsible for making sure that any relevant terms and conditions that affect the relationship between the State and Microsoft are followed. For example, the LAR shall review all reference pricing for the Enterprise (EA) Firm Priced products submitted by Microsoft for verification. The State has met the 20,000 seat goal for each of Microsoft's three (3) pools; therefore an additional 1% discount from Microsoft applies to some specific EA products.

The LAR shall be knowledgeable about Microsoft's release of new Terms and Conditions that affect the State's agreements with Microsoft and forward copies of such documents to the Contract Manager.

#### **2.3.24 University of Wisconsin (UW) and Wisconsin Technical Colleges System (WTCS) Reports:**

Reports shall be sent to the UW and the WTCS as per Section 2.2.2, Microsoft Academic.

#### **2.3.25 All Authorized User Spend Information:**

The LAR shall report all Microsoft spend to the Contract Manager by all Authorized Users as per Section 2.4.14, Contractor Report of Sales.

### **2.4 Quality and Service Level Requirements for All Bidders:**

This section of this RFB contains the minimum service and support each Contractor shall perform at no additional charge if the requirement is described as a mandatory requirement. Mandatory requirements include the word "shall". Desirable services include the word "should". Most of the following requirements in Section 2.4 are mandatory.

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 the Bidder Service Requirements Response Form for Non-Microsoft Government and Academic in Section 6.10. 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 an award.

#### **2.4.1 Customer Service:**

The Contractor shall have staff knowledgeable with the State's Contract available to service the State from Monday through Friday (excluding State-designated legal holidays) from 8:00 a.m. – 5:00 p.m. Central Time. The State prefers that the Contractor provide dedicated staff to the Authorized Users for consistency and efficiency.

The Contractor's employee(s) assigned to the State of Wisconsin accounts shall be knowledgeable regarding all aspects of the Contract. Contractor's staff shall assist in the Authorized User in a timely fashion with the following, but not limited to, minimum Contract requirements:

- Product Knowledge and Product Needs
- Instructions on the Ordering Process
- Assistance with Product Use Rights
- Obtaining End User License Agreements (EULAs) when necessary

- Compliance Knowledge
- Providing Accurate Pricing
- Expediting Orders

#### **2.4.2 Response Time:**

The Contractor should respond, via e-mail or phone, with answers to any comments or questions within one (1) business day. Contractor shall respond to the requester on all comments, questions or requests older than two (2) business days with an estimated time that the requestor should receive their answer along with the reason for the delay. The Contractor shall be responsible for follow-through to ensure that all requests for information are answered.

Specific data requests and reports (other than the reports required herein) shall be fulfilled on a mutually agreeable timeframe with the Contract Manager.

Authorized Users may send the Contractor or more than one (1) Contractor a quote form asking for price quotes on specific products listed on the form. Authorized Users may give the Contractor up to five (5) days to respond. The Contractor is expected to either provide a price quote or a response that the Contractor is unable to provide a price quote and the reason the Contractor is unable to quote (e.g., the Publisher does not sell its products through resellers, etc.) within the timeframe.

#### **2.4.3 Ordering Methods:**

The Contractor shall have a toll free number for any type of Customer Service (ask questions, obtain price quotes, place orders, etc.) answered by a live person the majority of the time from Monday through Friday (excluding State-designated legal holidays) from 8:00 a.m. – 5:00 p.m. Central Time.

Each Authorized User shall be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer online systems. Payment may be made by the State's Purchasing Card (PCard) or by Contractor's invoices submitted in accordance with the State's Payment Terms (See Section 5.2, Standard Terms and Conditions, # 11).

#### **2.4.4 Online Commerce and Website:**

Contractor shall provide online, real time, web-based electronic commerce within thirty (3) days of the Contract. All web-based ordering systems shall feature the following requirements:

- Website shall be a secure Wisconsin specific website that includes information for the Authorized User. At a minimum, the following information is required for the site.
  - Instructions on how to use the site.
  - How to obtain a password.
  - Ability to sign-on to the site.
  - How to recover forgotten passwords.
  - How to place orders.
  - How to track orders, track licenses, track maintenance agreement periods.
  - How to obtain reports (current, historical, etc.)
  - How to use credit card for purchases (must be a secure process).
- Website shall be available at least twenty (20) hours a day, 365 days a year, except for occasional maintenance requirements. Website availability for 24 x 7 (except for scheduled maintenance) is desired.

- Ability to have a State-wide master account along with the ability for multiple account enrollments (by Agency/Municipality) connected to the master.
- Agency/Municipality accounts shall have the ability for a tiered multiple account organization (i.e., sub-unit accounts) linked to the Agency account. An appropriate Authorized User shall have access to all sub-unit accounts in the Agency/Municipality. The Contract Manager shall have access to all Agency/Municipality accounts (the master account and all accounts in the master).
- Ability to allow Agency(s) to differentiate various delivery locations within a single Agency or Municipality.
- Authorized User shall have the ability to track orders (current, back-ordered and completed) online.
- Ability for the Contract Manager to easily access and track purchases by item across the entire State and the ability to view the purchases by item within a specified criteria (by date, by Agency/Municipality by Authorized User, by Publisher, etc.). This feature allows the Contract Manager access to all information in the master account.
- Ability for the Agency Account Manger to easily access and track previous and current orders and purchases by item across its master account and the ability to view the orders and purchases by item within specified criteria (by date, by ordering subunit, by Publisher, etc.).
- Ability for a general announcements page. This page shall have a prominent link from all pages after the log-in page. This page shall contain at a minimum:
  - Links to a matrix for Cost-Plus Percentages for all Major Publishers and Other Publishers and any applicable List-Less Discount Percentages.  
Matrix shall include percentages for both Government and Academic, with and without PCard.
  - Links to the State's volume license agreements.
  - Contact information for the Contractor's team of representatives.
  - Information regarding special promotions offered by the Major Publishers.

The Contractor's Web ordering system should have the ability to assign roles with different capabilities to different accounts under the master account.

#### **2.4.5 Delivery Date:**

The Contractor is expected to deliver the products by the delivery date specified in any executed order referencing the Contract, or within seven (7) days After Receipt of the Order (ARO) if no date is specified.

#### **2.4.6 Destination Door Delivery, Shipping and Labeling:**

**All shipments shall be F.O.B. destination.** Contractor shall file and expedite all freight claims with the carrier. Contractor shall hold title to the software and assume the risk of loss or damage charges. Emergency/expedited delivery requiring special shipping and handling shall be at Authorized User's expense (with prior written approval only). Expedited delivery that occurs as a result of Contractor's error shall be free of charge.

Shipments should include a label, visible on the outside of the box and include the following information:

- Authorized User Purchase Order Number
- Authorized User
- Address
- Agency name and department and floor (if applicable)

- Contact Name
- Telephone number
- Number of parcels, if applicable

Shipments should include a packing slip located inside the box that contains the following minimum information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Authorized User name and name of person order is being shipped to
- F.O.B. (Destination) or type of expedited shipment
- All information contained on the packing label

#### **2.4.7 Invoice Accuracy:**

Contractor's invoices shall contain accurate Unit Prices whether based on the Contract pricing or special quoted prices that are lower than the Contract prices.

Prior to submission of the monthly report required by the Contract (see Section 2.4.14, Contractor Report of Sales), Contractor shall review the report, identify any pricing, percentages, etc. that are incorrect, calculate the amount that the Authorized User was overcharged and immediately issue credits to the Authorized User's account. All credits issued shall be identified on the report in a separate column (column "W") next to the item being credited. This process shall not delay the delivery of the report to the State on the date (see Section 2.4.14, Contractor Report of Sales) required by the Contract.

The Contractor shall develop procedures used by the Contractor's staff to ensure that the Unit Prices quoted and invoiced to the Authorized Users are accurate. The procedure shall include the process used by the Contractor's staff to determine the State's Unit Price.

#### **2.4.8 Post-Order Customer Service:**

The Contractor shall provide all Authorized Users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one (1) Customer Service Representative shall be available Monday through Friday (excluding State-designated legal holidays) from 8:00 a.m. - 5:00 p.m. Central Time. All service representatives shall have online access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, Contract pricing, product offerings/exclusions, and general product information.

Representatives shall be available by phone (toll-free # required), fax and email.

#### **2.4.9 Return of Product:**

Any materials delivered in poor condition or quantities received in excess of the amount authorized by the purchase order shall, at the discretion of the Authorized User, be returned to the Contractor's warehouse at the Contractor's expense within thirty (30) days. Credit for returned goods shall be issued immediately once Contractor receives returned goods.

If any product is returned to a Contractor for failure of performance, the Contractor shall, at the State's discretion, refund all amounts paid to the Contractor for such product or replace the product, and the following should apply:

- Within twenty (20) days of written notification by the Authorized User, the Contractor should make arrangements for the return of the product.
- Contractor shall bear all shipping and insurance costs.

- Contractor shall be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occurs during the return process.
- Authorized User shall be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location, if the product is returned to the Contractor for any other reason.

#### **2.4.10 Enrollment Agreements:**

Contractor shall obtain a signed enrollment agreement (if required) from the enrolling Authorized User prior to any sale of software. All Enrollment Agreements shall be safeguarded not destroyed. At the expiration of the Contract, or termination, the Contractor agrees to forward all agreements to the Authorized User either electronically or in hard copy (Authorized User's preference).

#### **2.4.11 License Inventory and Tracking:**

The Contractor shall provide an online, real-time, product license inventory and tracking database (spreadsheet format preferably in Excel is acceptable) through the Internet for any Authorized User, who requests it. The license inventory and tracking database system shall at a minimum include the following:

- Contractor is responsible for maintaining the license expiration dates in the license inventory and tracking database.
- System shall be able to set up each Agency as a separate user account, so only that account information is visible to appropriate Authorized User(s).
- Agency accounts shall be set up for the Agency Account Manager to view all the licenses and their expiration dates of the Agency.
- Provide the Authorized User the ability to obtain reports of expiration dates for all their licenses. The State's Contract Manager shall have the ability to obtain reports of expiration dates for all licenses in the Contractor's database owned by the State.
- License inventory and expiration date reports shall be available online as well as via email to the Authorized User and the Contract Manager, if requested.
- Contractor shall notify the Authorized User's Agency Account Manager and the Authorized User's back-up person ninety (90) days and thirty (30) days in advance of each license expiration date. The Contractor and the Authorized Users are responsible for keeping the names of the people who receive notifications for license tracking current.

The Contractor shall provide the Authorized User and any successor contractor a file of all information regarding the license inventory and tracking database at the end of the Contract or termination of the Contract.

#### **2.4.12 Maintenance/Support Agreement Information and Tracking:**

The Contractor shall be responsible for coordination and communication of maintenance/support agreement information between the Publisher and the Authorized User. This includes the following minimum requirements:

- Provide the Authorized User with all Publisher registration numbers, agreement numbers and maintenance agreement period dates. This activity shall occur when the maintenance is purchased or when the order transaction has been completed.
- Provide the Authorized User with maintenance and support plan features, Publisher contact telephone numbers and websites for obtaining maintenance/support.

- Coordinate co-termination of the second (2<sup>nd</sup>) year of a maintenance/support contract with the State's fiscal year if requested by Authorized User and allowed by the Publisher.

If requested by an Authorized User, the Contractor shall provide tracking of maintenance/support agreements in its license tracking database (spreadsheet format preferably in Excel is acceptable). This includes the following minimum requirements:

- Maintain the maintenance/support expiration dates in the license inventory and tracking database.
- Provide the Authorized User and the Contract Manager the ability to obtain reports of expiration dates for all their maintenance/support agreements.
- Notify the Authorized User and the Authorized User's back-up person, ninety (90) days and thirty (30) days prior to the expiration of any Authorized User's maintenance/support agreements.
- Maintain the contact names for the Authorized User's Agency Account Manager, or other designee who shall receive the notifications and the Authorized User's back-up person. The Contractor and the Authorized Users are responsible for keeping the names of the people who receive notifications for maintenance tracking current.

The Contractor shall provide the Authorized User and any successor contractor a file of all information regarding the maintenance agreement tracking database at the end of the Contract or termination of the Contract.

#### **2.4.13 Reports to Publishers:**

Contractor shall provide to Publishers information regarding the purchase of software and maintenance/support as required by the Publisher in a timely manner. Any delay of required reporting to any Publisher that results in increased prices and/or contractual issues between the State and the Publisher may be grounds for breach of Contract.

#### **2.4.14 Contractor's Report of Sales:**

Contractor shall provide monthly, quarterly and annual reports that contain detailed information for each item purchased by any Authorized User of the Contract. All reports shall be forwarded electronically via email in an excel spreadsheet (with ability to sort the data) to the Contract Manager.

Monthly sales reports shall be sent to the Contract Manager no later than the 15<sup>th</sup> of each month, reporting all transactions that took place during the prior month for all Authorized Users.

Quarterly reports of all transactions shall be sent to the Contract Manager no later than the 15<sup>th</sup> of April, August, October and January listing each transaction that occurred during the previous three (3) months. (i.e., January, February and March are due April 15<sup>th</sup>.) If monthly reports are accurate, then the quarterly report is a report combining the appropriate three (3) months in the quarter.

An annual report shall be sent to the Contract Manager for each of the State's fiscal years (July-June) no later than July 20<sup>th</sup> for the fiscal year ending in June.

Liquidated Damages may be assessed for any delays in providing required reports. The Reporting Period starts on the date of implementation of the Contract. Late report delivery, non-delivery of required reports and failure to provide accurate and complete information in the reports shall each be considered a breach of the Contract and may result in cancellation of the Contract at the State's discretion.

Specifically, the data fields to be reported are as follows: (The report format is a separate attachment and labeled "State of Wisconsin Vendor Contract Report". Contractor shall use the

State's format and spreadsheet to submit all reports of sales. (Current contractors should review the report's instructions, column descriptions and the automatic calculations on the report worksheet since they have changed.)

- Date of Invoice
- Invoice Number
- Authorized User Purchase Order Number or PCard Number
- Purchase Order or PCard Purchase Date
- Name of State Agency, Municipality, UW Campus, etc.
- Name of Person Placing the Order
- Publisher
- Product Type (License, Shrink Wrap, Maintenance, etc.)
- Volume License Agreement Name (if applicable)
- Volume License Agreement Level (if applicable)
- Publisher SKU Number
- Contractor SKU Number (if different from the Publisher SKU Number)
- SKU/Product Description
- Quantity Purchased
- Contractor Cost, Contract Firm Price or List Price (depending on Publisher)
- Contractor Cost-Plus Percentage (%) or
- List-Less Discount Percentage (%)
- End-user Unit Price
- Extended Price (Quantity times the Unit Price)
- Expedited Shipping Cost (if any)
- Total Invoice Price
- Credits due for Overcharges with indication whether credit is in process or issued.

#### **2.4.15 Quality Assurance and Guarantee:**

Contractor shall honor the Publisher's guarantee that products to be free from defects in materials and workmanship, given normal use and care, over the period of the Publisher's warranty. Contractor shall immediately replace without charge (including freight both ways) to Authorized Users any product or media that proves to be defective or fails within the warranty period as specified.

#### **2.4.16 Audit/Verification of Pricing:**

The Contractor shall provide, at least on an annual basis, verification reports that certify compliance with the Contract pricing. The Contractor is required to obtain the services of a certified independent third party (e.g., CPA firm) to complete verification reports.

- The Contractor is required to recommend three (3) independent third parties from which the State will select one (1) independent third party.
- The Contractor may not propose companies with which they have done business in the past two (2) years, with the exception of a company which has done previous audits under the Contract.
- The Contractor is required to compensate the independent third party for their work.

- The Contractor shall instruct the auditor to audit according to the State's audit methodology (copy attached).
- The Contractor shall provide the auditor in a timely manner all documents required to conduct the audit, including but not limited to: all Publisher/Distributor/Supplier invoices to the Contractor, Microsoft and Novell price lists and copies of the Contractor's invoices billed to the State, PCard transaction information, etc. for each item in the auditor's sample along with any other information needed by the auditor to conduct the audit.
- If the Contractor has issued credits for overcharges that do not appear on the Contractor's report to the State, the Contractor shall provide copies to the auditor of the credits for any items in the sample.
- The Contractor shall ensure that the audit documents are complete.
- When the audit is completed, the Contractor shall submit the results of the audit (signed by the auditor's firm) along with the final spreadsheets in both paper and editable electronic form. (The paper documents shall be considered the official final documents.). The State's audit methodology, attached, describes each of the documents required for the audit and for submission to the State.
- The completed annual report shall be due to the Contract Manager no later than nine (9) months after the end of the fiscal year (i.e., June 30).

## **2.5 Other Contractor Services:**

This section of this RFB contains mandatory services and support each Contractor shall perform at no additional charge. There are also desirable services listed below that the Contractor shall perform at no additional cost if the Contractor is willing and able to provide the service.

This section of the RFB includes both mandatory and desirable services from the Contractor. The form in Section 6.10 (Bidder Service Requirements Response Form for Non-Microsoft Government and Academic) allows the Bidder to indicate their ability and willingness to provide the services listed below. Mandatory services include the word "shall" in the description of the service. A desirable service includes the word "should". A Bidder who answers a mandatory requirement with a "no" answer shall be disqualified from further consideration for the Microsoft and the Non-Microsoft portions of the RFB.

### **2.5.1 New Product Pricing:**

Publishers continuously release new products and/or updated SKUs, the Contractor shall calculate the Unit Price for new products or updated SKUs using the same Cost-Plus Percentage or the List-Less Discount Percentage offered in the Bid response for that Publisher.

### **2.5.2 Obtain Better Pricing for the State:**

Contractor shall work proactively and conduct market research and negotiate with Publishers to obtain the best prices for the State. In addition, the Contractor is expected to investigate, instigate, support and promote the State to any Publisher who provides a program, price column or discount based on volume, government category or any other method that would give the State a cheaper price. If the State has to negotiate an agreement with the Publisher, the Contractors who sell that Publisher's products may be asked to help facilitate the agreement process between the State and the Publisher.

The Contractor shall be an advocate for the State of Wisconsin to research and investigate ways to support and help the State to obtain the best pricing possible on any Major Publisher's products or program, including existing agreements. The Contractor should be proactive in this

area and bring ideas on how to obtain better (cheaper) prices to the Contract Manager and the Authorized Users.

The Contractor shall promptly notify the State and the Authorized Users of any promotions or better prices offered by Microsoft or any Major Publisher. This could include a better price column on a Publisher's price list. Any products purchased by an Authorized User during a promotion or if better prices are offered shall be invoiced at the promotion price or better price even if the State was not made aware of the offer.

The Contractor should report these efforts whether successful or not to the Contract Manager.

### **2.5.3 Reduce Cost-Plus Percentage or Increase List-Less Discount Percentage During Contract Period:**

The State shall have the ability to renegotiate the Cost-Plus Percentage for any Publisher to a lower percentage if volumes increase for a particular Publisher. The State shall have the ability to renegotiate the List-Less Discount Percentage to a higher percentage if volumes increase for a particular Publisher.

### **2.5.4 Extra Fees Not Allowed:**

The Contractor shall not invoice service fees or additional costs to the State or any Authorized User during the term the Contract. There shall be no "small order", "minimum order", or "special order" charges or surcharges, unless otherwise required in the VLA.

There shall be no return fees for inaccuracies or other errors on the part of the Contractor.

Any expedited delivery that occurs as a result of Contractor's error (e.g., stock-outs, etc.) shall be free of charge. No handling surcharges shall be added or discounts lost for any expedited orders.

### **2.5.5 Contractor Shall Respond to Requests for Quotes:**

As part of the ordering process, many Authorized Users will obtain quotes from all of the appropriate Contractors and will generally (delivery time or other issues could affect the decision) place their order with the Contractor who provides the cheapest price quote.

The Authorized User may give the Contractors up to five (5) days to respond, especially for a large order in order for the Contractor(s) to attempt to negotiate a better price with the Publisher.

Quotes should clearly indicate the method of delivery, whether via media, download, or some other means.

If a Contractor, who resells a Publisher's products, does not provide quotes on a continuing basis, including quotes on small dollar orders, the Contractor may be removed from the Contract or may be limited to providing only specific Publisher's products.

2.5.6 is deleted in its entirety. Succeeding Section Numbers have not been renumbered.

### **2.5.7 Product Availability:**

Contractor should communicate Major Publisher's discontinuation of any SKUs to the State's web page on the Contractor's website within five (5) business days of the date of the notice received from the Publisher/distributor/supplier.

### **2.5.8 Software License Certificates:**

For electronic delivered software, the Contractor shall provide Authorized User either directly or through the Publisher/Distributor one of the following:

license key code

- serial number
- activation code
- license certificate
- license confirmation certificate

For software delivered via media, the Contractor shall provide Authorized User either directly or through the Publisher/Distributor a license confirmation certificate (or similar document) unless the license is included in the media package.

For all software, the Contractor shall work with the Publisher to resolve any issues regarding licenses for the Authorized User.

When possible, the Contractor shall include Purchase Order numbers (Contractor's and/State's) with any paperwork.

Contractor should have the ability to report the Contractor's Purchase Order Numbers that apply to a transaction to each Authorized User and/or to provide those Purchase Order Numbers upon request.

### **2.5.9 Electronic Media Fulfillment:**

The Authorized User should have the option to receive software media or a link and password that allows the Authorized User to download the software from the Publisher's or the Contractor's web site.

The Contractor should have a tool that allows the Authorized User to receive the data required to feed into their internal electronic software distribution servers or to create their own CD's for major licensing programs.

Upon Publisher's approval, the Contractor should be able to make files available on the server as CD Images, or as Compressed File archives. These could be used to burn a CD at the Authorized User's site, or load an Authorized User's internal servers or software distribution systems.

### 3.0 Preparing and Submitting the Bid:

#### 3.1 General Instructions and Bid Submission Checklist:

The awards shall be based on the percentages and Firm Prices bid and the information submitted in the Bidder's response. Additionally, references may play a role in the award process.

The following Bid Submission Check List outlines all of the required portions of the RFB response. (Certain forms (e.g., Microsoft price forms) may not apply to Bidders making Bids for only a portion of the contract). However, the Bidder should return all forms even if the Bidder is not required to complete the form.

√	Deliverable	Description	RFB Section # or page
	Copies of the Bid Response in Hard format	3 Hard copies of RFB response, (1 original copy, marked "original", and 2 exact copies). BE SURE TO INCLUDE ALL REQUIRED SPREADSHEETS IN THE PAPER COPY AND ON THE ELECTRONIC COPY OF THE BID RESPONSE.	Section 3.3
	Copies of the Bid Response in Soft format	1 electronic copy of RFB response, including the cost (may be zipped). BE SURE TO INCLUDE ALL REQUIRED SPREADSHEETS IN THE PAPER COPY AND ON THE ELECTRONIC COPY OF THE BID RESPONSE.	Section 3.3
	Certifications-Major Publishers	Certification/documentation for any Publisher (Major and Others) (e.g. Platinum Partner, Alliance Partner, Designated Reseller) (Not mandatory at the time of the Bid response)	Section 3.8
	Section 6.0 FORMS	Several Forms shall be submitted with the Bid. A list is provided in Section 6 and repeated here. Submit all forms even if Bidder is not required to complete it.	Section 6.0 See below for details
	Signature Cover Page of RFB Section 3.3.1	RFB Signature Cover Page (DOA-3070) (Be sure to put Bidder address on form and sign)	Page 2
	Vendor Info	Vendor Information (DOA-3477)	Section 6.2
	References for Bidder	Vendor Reference (DOA-3478)	Section 6.3
	Coop Purchasing	Vendor Agreement Cooperative Purchasing (DOA-3333)	Section 6.4
	Confidential Trade Secrets	Designation Of Confidential And Proprietary Information (DOA-3027)	Section 6.5
	Federal Lobbying	Lobbying Forms	Section 6.6
	Federal Debarment	Debarment Form	Section 6.7
	Bidder Info	Additional Bidder Information Form	Section 6.8
	LAR Requirements Sections 2.3	Microsoft LAR Service Requirements Response Form for Government and Academic	Section 6.9

√	Deliverable	Description	RFB Section # or page
	Microsoft LAR Certification Government	Certification/Documentation of current standing as a Microsoft Government LAR. Attach to Form 6.9.	Sections 2.1 and 2.2.1
	Microsoft LAR Certification Academic	Certification/Documentation of current standing as a Microsoft Academic LAR. Attach to Form 6.9.	Sections 2.1 and 2.2.2
	Contractor Requirements	Bidder Service Requirements Response Form for Government and Academic (all Bidders must complete this form)	Section 6.10
		Bid Forms	
		A. Microsoft Government Cost-Plus for all products except Firm Priced items	Bid Form A
		B. Microsoft Government Firm Prices	Bid Form B
		Excel Spreadsheet with Firm Prices	Attachment
		C. Microsoft Academic	Bid Form C
		D. Major Publishers	Bid Form D
		E. Other Publishers	Bid Form E

### 3.2 Incurring Costs:

Neither the State of Wisconsin nor the Authorized Users are responsible for expenses incurred by a Bidder to develop and submit its Bid. The Bidder is entirely responsible for any costs incurred for discussions or negotiations.

### 3.3 Submitting the Bid:

#### 3.3.1 RFB Cover Sheet and Other Forms:

Complete and sign the RFB Cover Sheet, page 2 of this RFB. The signed form must be submitted with the RFB response. Be sure to enter the name and address of the Bidder on the form.

See Section 3.10, Method of Bid for instructions on completing the Bid Forms and attached spreadsheets.

See Section 6.0, Required Forms, for instructions on completing all informational forms that shall be completed and submitted with the Bid response.

Bidders shall submit in hard copy, one (1) original (marked "Original") and two (2) complete copies of the Bid, including copies of all forms and spreadsheets. One (1) electronic copy of the Bid shall also be provided on CD-ROM. The Bid Forms shall be submitted on paper and on the CD.

Each copy of the Bid shall follow the format indicated in this document. When completing any form, the Bidder shall use the same format as the forms provided. The Bidder may add additional rows to tables as necessary to accommodate their response. Electronic versions of the RFB and all forms are available on VendorNet.

Before mailing or delivering, place the Bidder's name on the label of the CD. Do not make any changes to the electronic spreadsheets file formats. Enlarging of field areas in order to fit additional comments is allowed. Do not change column headers, or input text in numeric fields.

When saving the MS Excel attachment, include the Bidder's name in the filename before submitting electronic copies.

Submission of incomplete responses may result in the Bid not being considered for an award. Deviations from the structure and format established by this RFB may be grounds for rejection of a Bid.

The RFB Manager must receive Bids no later than **Tuesday, August 3, 2010, at 2:00 pm, Central Time**. All Bids must be time-stamped as accepted by the SBOP by the stated time. Bids not stamped by **Tuesday, August 3, 2010, at 2:00 pm, Central Time** will not be opened or accepted. Receipt of a Bid by the State mail system or U.S. Postal Service does not constitute receipt of a Bid by the SBOP, for purposes of this RFB. There will be no public bid opening for this RFB. The RFB Manager for this solicitation is:

<b>Mail, Hand Delivery, or Courier</b>
Karen Aasen RFB Manager Department of Administration Bureau of Procurement 101 E. Wilson Street, 6th Floor P.O. Box 7867 Madison, WI 53707-7867

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

- Bidder's name and address
- Request for Bid title: Microcomputer Software
- Request for Bid number: 28031-KA
- Bid due date: August 3, 2010; 2:00 PM, Central Time

### **3.4 Submission Organization and Format:**

Bids must be typed and submitted on 8.5 by 11-inch paper bound securely. Bids should be organized and presented in the order listed in the in the RFB Checklist in 3.1. All Forms should have the Bidder's name on the form in some location.

In Section 3.1 (General Instructions and bid Submission Checklist) of this document there is a checklist reminder for all items that must be submitted with the Bid response.

### **3.5 Multiple Bids:**

Multiple Bids from a Bidder will not be permitted.

### **3.6 Changes to the RFB:**

The State reserves the right to amend or withdraw this RFB at any time.

If it becomes necessary to revise any part of this RFB or if additional data is necessary for an exact interpretation of provisions of this RFB prior to the due date for Bids, the RFB Manager will post amendments to the VendorNet website. If such addenda issuance is necessary, the State reserves the right to extend the due date and time of Bids to accommodate such interpretations or additional data requirements. The VendorNet system will send an email to a Bidder, who is registered as a vendor for the appropriate commodity codes informing the Bidder that a change has been made to the RFB, provided the Bidder was registered for the appropriate commodity codes at the time of the RFB release. Therefore, the State encourages

all Bidders to access the RFB on VendorNet periodically to be sure that the Bidder is kept up to date on any and all changes to the RFB.

### **3.7 Modification of Bid:**

Bids are irrevocable until Contract award unless the Bid is withdrawn. Bidders may withdraw a Bid in writing at any time by submitting a written request, signed by an authorized representative of the Bidder and submitted to the RFB Manager. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

### **3.8 Certification:**

Bidders should provide with their Bid certification/documentation for any Publisher in which they have a designated relationship (e.g. Platinum Partner, Alliance Partner, Designated Reseller) at the request of the Contract Manager.

Bidders shall provide Microsoft certifications/documentation if bidding on the Microsoft portion of the RFB as stated in Section 2.1, Spend and Overview of Contracts.

### **3.9 Subcontractors:**

If subcontractors are to be used, the Bidder must clearly explain their participation and provide references and detailed information regarding the subcontractor by providing at a minimum completed copies of all forms included in the RFB. Two (2) sets of forms are required, one (1) for the Bidder and one (1) for the subcontractor. The State reserves the right to accept or reject the use of subcontractors.

### **3.10 Method of Bid:**

See Section .6.11 for Bid Forms listed below:

- A. Microsoft Government Cost-Plus Percentage(s) for all products (Select and EA) except Firm Priced items
- B. Microsoft Government Firm Prices and Excel Spreadsheet
- C. Microsoft Academic
- D. Major Publishers
- E. Other Publishers

All proposed Cost-Plus Percentages, List-Less Discount Percentages and Firm Prices shall be considered "not-to-exceed" pricing, meaning any Unit Price offered to the State during the Contract period may be *lower* than the Contract (calculated) Unit Price, but *cannot be higher* than the Contract Unit Price.

As stated in Section 2.4.6 (Destination Door Delivery, Shipping and Labeling) all pricing shall reflect shipping as F.O.B. Delivered to the specified location and include any shipping costs.

Percentage bid may have 2 decimal places (e.g., List-Less Discount Percentage 30.03%; Cost-Plus Percentage 1.01%).

Do not make changes to the Bid Forms or spreadsheets.

The Bid Forms provide more details on the exact requirements for the Bid response.

### 3.10.1 Microsoft Government:

As stated in Section 2.1, Spend and Overview of Contracts, a Bidder must be a LAR in order to bid on the Microsoft portions of the RFB. In Section 6.11, Required Forms labeled A & B (plus attached spreadsheet) and C comprises the Microsoft portions of the RFB.

Bidders, who are bidding on the Government portion of the RFB, shall complete and submit Bid Forms A and B and B's attached spreadsheet. Bidder shall complete all Bid Forms in order to be considered for an award.

**Bid Form A** contains spaces for the Bidder to insert its Select **Cost-Plus Percentages** for each of Microsoft's three (3) pool designations for Platform and Non-Platform purchases. Percentages are also required for the type of payment used the by Authorized User (with or without (w/o) a PCard (credit card).

The Bidder shall submit the same Cost-Plus Percentage across all three (3) pool designations for both Platform and Non-Platform without a PCard. The Bidder may submit a different Cost-Plus Percentage when a PCard is used, however, the Bidder shall submit the same Cost-Plus Percentage across all three (3) pool designations for both Platform and Non-Platform with a PCard.

These Cost-Plus Percentage(s) shall be used to calculate the Unit Price for all Microsoft software purchased from the Select Agreement. The Contractor shall use their Select Cost price from Microsoft as the base. The Cost-Plus Percentage(s) bid may also be used to calculate any new programs entered into by the State of Wisconsin that does not include firm prices from Microsoft.

Bid Form A also contains spaces for the Bidder to insert its EA **Cost-Plus Percentages** for each of Microsoft's three (3) pool designations for Platform and Non-Platform purchases. Percentages are also required for the type of payment used the by Authorized User (with or without (w/o) a PCard (credit card). These Cost-Plus Percentages shall apply only to EA products that are **not** included on the Firm Price price list.

The Bidder shall submit the same Cost-Plus Percentage across all three (3) pool designations for both Platform and Non-Platform without a PCard. The Bidder may submit a different Cost-Plus Percentage when a PCard is used, however, the Bidder shall submit the same Cost-Plus Percentage across all three (3) pool designations for both Platform and Non-Platform with a PCard.

These Cost-Plus Percentage(s) shall be used to calculate the Unit Price for all Microsoft software that do not have Firm Prices purchased from the EA Agreement. The Contractor shall use their EA Cost price from Microsoft as the base.

The Cost-Plus Percentage(s) bid may also be used to calculate any new programs entered into by the State of Wisconsin that do not include firm prices from Microsoft.

**Bid Form B** contains spaces for the Bidder to insert the **List-Less Discount Percentages** it uses to calculate the Firm Prices on Bid Form B's Spreadsheet attachment. Percentages are required in all the blanks on Bid Form B. Bid Form B spreadsheet includes the Enterprise Agreement (EA) products purchased by the Authorized Users.

Microsoft has provided its ERP less 1% prices on the table at the top of the Bid Form B Spreadsheet. There are two (2) duplicate tables with blank cells. Bidder shall insert its Firm Price for each item purchased on a Platform basis and a Non-Platform basis. In addition, prices must be entered based on the type of payment used by the Authorized User (with or without a PCard (credit card). Therefore there are four (4) sets of price grids to complete.

The Bidder can easily create a formula using a discount percentage when completing the Bid Form B Spreadsheet. As required in Section 3.3.1 (RFB Cover Sheet and Other Forms), the

Bidder shall submit the spreadsheet in both hard and soft copies. Bidder shall not protect spreadsheet on the CD. If there is any discrepancy or error in the electronic version of the spreadsheet, the paper (hard copy) of the spreadsheet will take precedence over the soft copy.

The Bidder shall use the same List-Less Discount Percentage across all products for both Platform and Non-Platform without a PCard to calculate the Firm Prices entered into the cells on Bid Form B Spreadsheet. The Bidder may submit a different List-Less Discount Percentage when a PCard is used, however, the Bidder shall submit the same List-Less Discount Percentage for both Platform and Non-Platform with a PCard when calculating the Firm Prices entered into the cells on Bid Form B Spreadsheet. Whatever List-Less Discount Percentage(s) are used to calculate the Firm Prices; the Bidder shall enter the percentages on Bid Form B in the spaces provided.

If the State finds a discrepancy in the List-Less Discount Percentage used to calculate the Firm Prices on Bid Form B Spreadsheet and the List-Less Discount Percentage entered on Bid Form B, the Bidders' response shall be disqualified for the Microsoft Government portion of the RFB.

The Firm Prices on the Bid Form B Spreadsheet shall be firm for existing EA enrollments until March 1, 2013. The Firm Prices on the Bid Form B spreadsheet shall be firm for all new EA enrollments until March 1, 2011 and shall also remain firm until March 1, 2013.

The List-Less Discount Percentage(s) bid shall be used for the calculation of Firm Prices that may be needed for new EA enrollments after March 1, 2011. Note that Microsoft's firm prices to the State of Wisconsin could change annually for new enrollments only.

The List-Less Discount Percentage(s) bid shall be used on any additional pricing and the next Microsoft EA renewal pricing received from Microsoft for any Firm Prices it offers.

### **3.10.2 Microsoft Academic:**

As stated in Section 2.1, Spend and Overview of Contracts, a Bidder must be an Academic LAR in order to bid on the Microsoft Academic portions of the RFB.

**Bid Form C:** Bidders who are bidding on the Microsoft Academic portion of the RFB shall complete and submit Bid Form C. Cost-Plus Percentage(s) are required for the Campus and School and the Academic Select agreements with Microsoft.

Cost-Plus Percentages must be entered based on the type of payment used by the Authorized User (with or without (w/o) a PCard (credit card).

### **3.10.3 Major Publishers and Other Publishers:**

**Bid Form D:** Bidders who are bidding on the Non-Microsoft portion of the RFB must complete and submit Bid Form D and Bid Form E.

Bidder shall submit Cost-Plus Percentages for as many Major Publishers as it is able to provide. Bidder shall submit a Cost-Plus Percentage for all "Other" Publishers not listed as Major Publishers or Microsoft.

#### **3.10.3.1 Major Publishers:**

**Bid Form D** requires the Bidder to provide the Cost-Plus Percentages for Major Publishers that Bidder has the ability to sell to the State. The Cost-Plus Percentages shall be used to calculate the Unit Prices for the specific Publisher's products during the Contract period. If a Bidder does not currently sell the Publishers products, the Bidder shall not enter a Cost-Plus Percentage on the form unless the Bidder contracts with the Publisher before the RFB due date.

Bidders shall be able to provide no less than seventy-seven percent (77%) of all Major Publishers to be considered for an award. (See also Section 4.4, Non-Microsoft Major Publishers and Other Publishers Award).

The Major Publisher Cost-Plus Percentage(s) bid by the Contractor shall be used to determine the Unit Prices for all products from the applicable Major Publishers and shall be included in the Contract.

Percentages are required for both Government and Academic purchases and without and with the use of a PCard.

In addition, there is a column that requires the Bidder to indicate whether the Bidder can provide all the products offered by the Publisher. Bidders shall answer "yes" if all products can be sold by the Bidder. If not, a "no" answer is required along with a list of products or categories offered by the Publishers that the Bidder is not able to sell to the State.

### **3.10.3.2 Other Publishers:**

**Bid Form E:** The Contracts shall also include a "blanket" Cost-Plus Percentage to be used by the Contractor to calculate the Unit Price for each of the Publisher's (not listed in Section 6.11, Bid Form D) products sold for resale. These Publishers shall be known as "**Other Publishers**". Only Publisher's software and maintenance that are within the scope of the Statement of Purpose and Scope in Section 1.1 shall be included in the Contract.

The "blanket" Cost-Plus Percentage shall be the maximum percentage mark-up that the Contractor shall use to determine the Unit Price and shall be for purchases of all "Other Publisher's" software and maintenance. The "blanket" Cost-Plus Percentage used to determine the Unit Price for all "other" Publishers shall be included in the Contract.

Bid Form E requires the Bidder to indicate its Cost-Plus Percentage for all "Other Publisher's" products and maintenance offered for sale by the Bidder. Percentages are required for both Government and Academic purchases and without and with the use of a PCard.

### **3.11 Bid Opening:**

Bids will be opened on August 3, 2010 at 2:00 PM Central Time at the State of Wisconsin, State Bureau of Procurement, on the 6<sup>th</sup> floor on 101 E Wilson Street. Names of the bidders will be read aloud at that time.

#### 4.0 Bid Selection and Award Process:

##### 4.1 Bid Acceptance:

Bids which do not comply with specifications and requirements contained in this RFB shall be rejected by the State. The State retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the specifications contained in this RFB.

Bids that require the State to guarantee a specific quantity or dollar amount shall be disqualified.

The State reserves the right to contact any or all Bidders to request additional information for purposes of clarification of RFB responses.

##### 4.2 Bid Review:

Bids will be reviewed to verify that they meet all specifications in this RFB to determine the lowest responsive responsible Bidders. This verification may include requesting reports on the Bidder's financial stability, contacting references to assess the quality of the Bidder's service, and reviewing results of past awards to the Bidder by the State of Wisconsin.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. s. 16.75(3m).

Award(s) will be made based on whatever is judged to be in the best interest of the state.

##### 4.3 Microsoft Portion Award:

The award for the **Government Microsoft** portion of the RFB is as follows:

The Bidder's Cost-Plus Percentage and the Bidder's List-Less Discount Percentage shall be used by the State to calculate an approximate total annual spend for Microsoft's products. The following two (2) calculations will be totaled together to arrive at an estimated annual spend and a Bid price for each Bidder.

- At least one (1) Cost-Plus Percentage shall be chosen from Bid Form A and will be used to calculate the estimated annual spend for all Microsoft products that do not have a Firm Price. The Cost-Plus Percentage for each Bidder will be multiplied times an estimated annual spend for the State. The result will be added to the annual spend to arrive at an estimated spend for the award process.
- A selected group of products from the Firm Price Form B attached spreadsheet will be used to calculate an estimated annual spend for those products. The selected product's Bid prices (for each Bidder) will be multiplied by a quantity and totaled to arrive at an estimated annual cost. This total shall be multiplied by an added weight to approximate the total annual spend.

The State intends to award the Government portion of the RFB to the two (2) Bidders whose estimated total annual spend calculations are the two (2) lowest Bid price offers.

The actual calculations to be used for the above process to make the award shall be provided at the time of the bid opening.

The award for the **Microsoft Academic** portion of the RFB is as follows:

Bidder shall be a LAR with an academic certification.

The Cost-Plus Percentage (w/o the use of the PCard) bid for the Campus and School shall be given a weight of eighty-five percent (85%) for award purposes. The Academic Select Cost-Plus Percentage (w/o the use of the PCard) bid will be given a weight of fifteen percent (15%)

for award purposes. The State will multiply the Cost-Plus Percentages bid times each weight to arrive at a "score" for each; then the two (2) "scores" will be added together to arrive at a total "score" for each Bidder.

Example:

Bidder A bids 1% Cost-Plus Percentage for the Campus and School and bids 2% Cost-Plus for the Academic Select. (1 X 85 plus 2 X 15) Bidder A's score is 115.

Bidder B bids 2% Cost-Plus Percentage for the Campus and School and bids 1% Cost-Plus for the Academic Select. (2 X 85 plus 1 X 15) Bidder B's score is 185.

- The LOWEST total score bid shall receive the award.

#### **4.4 Non-Microsoft Major Publishers and Other Publishers Award:**

The Market Basket will be used to award the Non-Microsoft portion of the RFB using Bid Form D. The State must compare the total price for each Bidder against the total price for every other Bidder. Therefore the same Publisher's "cost" must be calculated for each Bidder.

The State shall review each Bidder's response on Bid Form D to determine whether the Bidder is able to provide no less than seventy-seven (77%) or no less than ten (10) of the thirteen (13) Publishers listed on the form. Any Bidder who cannot provide the minimum number of Publishers shall be disqualified from the Non-Microsoft portion of the award.

The State shall then compare all remaining Bidder's Major Publisher bids to determine if all Bidders can provide all the Publishers listed. If one (1) or more Bidders cannot provide a specific Publisher, then that Publisher shall be removed from the list for the award purposes only.

If the remaining number of Major Publishers in the list falls below seven (7) out of the thirteen (13), the State shall have to eliminate additional Bidders from the award process in order to have enough data to make an award. This process shall be as follows: Any Bidder that can only provide ten (10) of the thirteen (13) will be eliminated from the process. Additional Bidders shall be eliminated based on number of Publishers that Bidder can provide in order for the State to be able to compare all remaining Bidders by calculating an estimated cost for each Bidder.

The State will use the FY 2009 spend listed on the table in Section 2.1 (Spend and Overview of Contracts) for each of the thirteen (13) Major Publishers (or for each of the Publishers remaining the award process) to calculate a total Bid cost for each Bidder. The State will use the Bidder's percentage Bid from the Government w/o PCard column to calculate the "cost" for the award process.

- The State will multiply each Bidder's Cost-Plus Percentage Bid times the spend for that Major Publisher. The result will be added to the spend to arrive at a "cost" for each Publisher. The "cost" for each Publisher shall be totaled for each Bidder to arrive at a total "cost" for each Bidder.
- The State will multiply the Bidder's List-Less Discount Percentage quoted for Novell products times the spend (see table in Section 2.1). The result will be subtracted from the spend to arrive at a "cost" for Novell.
- The Cost-Plus Percentage "cost" for each Bidder and the Bidder's Novell cost shall be added together for a total "cost" for the Major Publishers.
- The "Other" Publishers Cost-Plus Percentage shall also be used to determine the award(s). The Cost-Plus Percentage bid for "Other" Publishers will be multiplied times the spend listed on the table in Section 2.1, Spend and Overview of Contracts. The result will be added to the spend to arrive at a "cost" for the "Other" Publishers.

- The total “cost” for the Other Publishers will be added to the “cost” of the Major Publishers to arrive at a “final cost” for each Bidder.

The Bidder(s) (approximately 3-5) with the lowest total “final cost” may receive an award.

Before an award is issued to a Bidder, the State may require a Bidder to submit certifications or letters from the Publisher(s) that it has a relationship with the Bidder and is willing and able to allow Bidder to sell its software and maintenance/support to the State of Wisconsin.

The State also reserves the right to award this section of the RFB by Publisher if it is in the best interest of the State.

#### **4.5 Notification of Intent to Award:**

All Bidders who respond to this RFB shall be notified in writing of the State’s intent to award the Contract(s) as a result of this RFB. A Notification of Intent to Award does not constitute an award or Contract.

After notification of the intent to award is made, and under the supervision of SBOP staff, copies of the Bids shall be available for public inspection upon request from RFB Manager Karen Aasen at (608) 267-4506.

#### **4.6 Protest and Appeals Process:**

The protest procedure applies to only those Requests for Bids for services that are greater than \$25,000. Notices of intent to protest must be made in writing. Protestors should make their protests as specific as possible and shall identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

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

##### USPS ADDRESS

Tom Sanew  
State of Wisconsin  
Department of Administration  
Bureau of Procurement  
Box 7867  
Madison, Wisconsin 53707-7867

##### COMMON CARRIER ADDRESS

Tom Sanew  
State of Wisconsin  
Department of Administration  
Bureau of Procurement  
101 E. Wilson Street, 6<sup>th</sup> floor  
Madison, Wisconsin 53703-3405

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

The written protest must be received in his office no later than 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 statute or a section of the Wisconsin Administrative Code.

#### **4.7 Order of Precedence:**

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

The following priority for Contract documents shall be used if there are conflicts or disputes:

1. The Final Signed Contract with clarifications or amendments included
2. State's Request for Bid
3. Bid response *as accepted by* the State of Wisconsin

**4.8 Right to Reject Bids and Negotiate Contract Terms:**

This RFB does not commit the State to award a Contract, or pay any cost incurred in the preparation of a Bid in response to this RFB.

The State reserves the right to reject any and all Bids. The State may negotiate the terms of the Contract with the selected Bidders prior to entering into a Contract. The State reserves the right to add Contract terms and conditions to the Contract during the Contract negotiations. If Contract negotiations cannot be concluded successfully with the awarded Bidder, the State may negotiate a Contract with the next lowest cost Bidder.

## **5.0 State of Wisconsin Terms and Conditions:**

State of Wisconsin Terms and Conditions:

The Terms and Conditions in this section shall govern this RFB and the subsequent awards. Bidders must accept these terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language of each point. Submission of any standard Bidder contract as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Bid response.

The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin contract when it is in the best interest of the State to do so.

Section 5 consists of three (3) Sections:

- 5.1 Special Terms and Conditions
- 5.2 Standard Terms And Conditions (Request For Bids / Proposals)
- 5.3 Supplemental Standard Terms and Conditions for Procurements for Services

### **5.1 Special Terms and Conditions:**

If there is any inconsistency between the terms and conditions in the Special Terms and Conditions (Section 5.1) and the Standard Terms and Conditions (Section 5.2) or the Supplemental Terms and Conditions (Section 5.3), the terms in this Section 5.1 shall take precedence.

#### **5.1.1 Applicable Law and Compliance:**

The Contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances, and regulations that are in effect during the period of the Contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel the Contract if the Contractor fails to follow the requirements of ss.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 the 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.

#### **5.1.2 Modification of Contract:**

Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Bid or in excess of allowable and accepted price changes shall be made.

#### **5.1.3 Order of Precedence:**

The following priority for Contract documents shall be used if there are conflicts or disputes:

1. The Final Signed Contract with clarifications or amendments included
2. State's Request for Bid
3. Bid response *as accepted by* the State of Wisconsin

#### **5.1.4 Assignment:**

No right or duty in whole or in part of the Contractor under a State contract may be assigned or transferred without the prior written consent of the State's Contract Manager, unless the

assignment or transfer is to the Contractor's affiliate, parent company or subsidiary of Contractor's parent company.

#### **5.1.5 Indemnification:**

Contractor shall hold the State harmless and shall indemnify the State and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officer, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the State.

#### **5.1.6 Prime Contractor:**

The prime Contractor will be responsible for Contract performance when subcontractors are used. When subcontractors are used, they must abide by all terms and conditions of the contract. If the Contractor requests that subcontractors be used at any time during the Contract, the Contractor shall clearly explain their participation and provide detailed information prior to any subcontractor participation. The State reserves the right to accept or reject the use of subcontractors.

#### **5.1.7 Minority Business Enterprise:**

The State of Wisconsin's policy provides that minority owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Development should have the maximum opportunity to participate in the performance of its contracts. The 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 requested service or contract, with a goal of awarding at least 5% of the award amount of this request for bid to such enterprises.

Upon request the Contractor shall furnish a subcontracting plan of action indicating appropriate information about its effort to achieve this goal, including identities of such enterprises certified by the Wisconsin Department of Commerce and their subcontract amount. The State will require from the Contractor a quarterly report of amounts spent with certified minority business enterprises.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608) 267-7806.

#### **5.1.8 Patent Infringement:**

The Contractor shall inform the Contract Manager of any notice of Patent Infringement by any of the Publishers or shall provide notice to the Publisher if a suit is brought against the State if notice is received from the manufacturer. To the extent that the manufacturer indemnifies, defends and holds Contractor harmless, Contractor agrees to defend, indemnify and hold harmless State from and against all claims, demands, proceedings, causes of action, liability, losses, damages and expenses (including, without limitation, attorneys' fees and court fees and/or alternate dispute resolution costs) arising out of any actual or alleged infringement of any patent, trademark, trade name, copyright, trade secret or other proprietary right of a third party in connection with the products.

CONTRACTOR SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CONTRACTOR WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE LESSER OF: (i) THE DOLLAR AMOUNT PAID BY ANY PURCHASER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM; OR (ii) \$50,000.00.

### 5.1.9 Contract Prices:

- **Cost-Plus Percentages:**

The Cost-Plus Percentages established in the Contract shall be honored for all the applicable Publisher's software and maintenance/support offerings whether the order is placed using the Contractor's website (online ordering), purchase order, PCard, etc.) The Contractor's Cost (as defined herein) shall be the base price the Contractor uses to calculate the State's Unit Price. The Cost and the stated Cost-Plus Percentage times the Cost is added to the Cost to determine the State's Unit Price.

All Cost-Plus Percentages offered shall be the maximum percentage used to calculate the State's Unit Price and shall not increase during the term of the Contract. The Cost-Plus Percentage can be reduced at any time.

Contractor shall be responsible for ensuring that the Contractor's staff quote and invoice the Authorized User the correct Unit Prices(s) using the Cost (as defined herein) and the Contract's Cost-Plus Percentage.

Contractor receiving the award for the Microsoft Campus and School products shall be responsible for obtaining the best price possible from a distributor using a competitive process for any large order.

- **Firm Prices:**

Firm Prices established may not be increased at any time during the Contract unless the State issues a Contract Amendment. Firm Prices can be reduced at any time.

Additional Firm Prices may be required annually for the Contract at the beginning of each year of the Enterprise Agreement contract period (i.e. March 1, 2011 and March 1, 2012). Additional Firm Prices may be added only by Contract Amendment.

The three (3) year Firm Prices are subject to change at the time the State renegotiates the Enterprise Agreement (EA) pricing with Microsoft for the period starting March 1, 2013. Firm Prices shall be increased only by Contract Amendment.

Any Firm Prices established during the Contract period shall be no more than the Microsoft negotiated price less the List-Less Discount Percentage in effect at the time of the Contract Amendment. This List-Less Discount Percentage shall be the Percentage(s) quoted on Bid Form B unless changed by Contract Amendment.

All Firm Priced products shall be priced using the appropriate price list attached to the Contract. Contractor shall be responsible for ensuring that the Contractor's staff quote and invoice the Contract's Unit Prices to the Authorized User.

- **List-Less Discount Percentages:**

List-Less Discount Percentages are established for Novell's software products and maintenance..

All List-Less Discount Percentages offered shall be the minimum percentage used to calculate the State's Unit Price and shall not decrease during the term of the Contract, unless by Contract Amendment issued by the State. The List-Less Discount Percentages can be increased at any time.

All List-Less Discount products shall be priced using the correct price list (as stated herein) and the Contract's List-Less Discount Percentage. The Contractor shall be responsible for ensuring that the Contractor's staff quote and invoice the Authorized User the correct Unit price(s) using the appropriate price list and the Contract List-Less Discount Percentage.

Any request to decrease a List-Less Discount Percentage requires the Contractor to submit to the Contract Manager proper justification and appropriate documentation describing in detail the reason for the decrease. The Contractor's request shall be submitted to the Contract Manager no less than ninety (90) days prior to the decrease in the List-Less Discount Percentage becoming effective. All changes are subject to approval by the State Bureau of Procurement. The State Bureau of Procurement reserves the right to reject any discount decrease or price increase deemed to be excessive. The State will issue a Contract Amendment if the decrease is approved.

**Novell Software Products and Maintenance:** The List-Less Discount Percentages established in the Contract shall be honored for software and maintenance/support offerings. The List Price in the Publisher's price list, as defined in this section, shall be the base price the Contractor uses to calculate the State's Unit Price. The List Price and the stated List-Less Discount Percentage times the List Price is subtracted from the List Price to determine the State's Unit Price.

The Contractor shall use the appropriate Novell price list to determine the List Price based on the State's agreement (MLA) with Novell. During the period 7/1/2010-6/30/2012, the List Price on Novell's July 2010 price list shall be used to calculate the State's Unit Price. List Prices for products not listed on the 2010 price list shall be determined using the item's List Price when first published on a Novell price list.

Every two (2) years, the effective price list shall change (i.e., on 7/1/2012, the July 2012 price list shall become effective for two (2) years until 6/30/2014; on 7/1/2014, the July 2014 price list shall become effective for two (2) years until 6/30/2016). The agreement with Novell could change during the Contract period; changes that affect the Microcomputer Software Contracts shall be changed by Contract Amendment.

**Microsoft Academic Software Products and Maintenance:** The Cost-Plus Percentages established in the Contract shall be honored for Microsoft Academic Select software and maintenance/support offerings.

The Cost-Plus Percentages established in the Contract shall be honored for the Campus and School software and maintenance/support offerings. The "Cost" definition for the Campus and School portion of the Contract means the unit price of an item on the distributor's invoice issued to the Contractor. Any discounts applied to the invoice shall also be determined and calculated to arrive at the Cost for an item.

#### **5.1.10 Guaranteed Delivery:**

The Contractor will make reasonable efforts to meet the State's delivery requirements. If the Contractor is unable to meet the State's delivery requirements, alternative arrangements may be mutually agreed upon. In the absence of such agreement, the Authorized User's sole remedy is to cancel the order.

#### **5.1.11 Warranty:**

The Publisher's standard warranty shall apply as a minimum and shall be honored by the Contractor. Contractor does not manufacture the products and offers no warranty on any products beyond the manufacturer's warranty, to the extent that it is assignable.

#### **5.1.12 Examination of Records:**

The State shall, upon ten (10) days written notice to Contractor, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any directly pertinent records and computer data storage media of Contractor involving transactions relating to the Contract; provided that such audit will be during normal business hours of Contractor and in a

manner that does not interfere with the usual course of business of Contractor. If the material is on computer data storage media, Contractor shall provide copies of the data storage media or such computer printout as may be requested by the State. Contractor, following final payment, shall retain such material for three (3) years. This provision shall also apply in the event of termination pursuant to the Termination Sections 5.1.16, Termination for Convenience and 5.1.17, Termination for Cause of the Contract. Any charges for copies provided by Contractor of books, documents, papers, records, computer data storage media or computer printouts will be paid by the State and such charges shall not exceed the actual cost to Contractor for providing such copies. This right includes any subcontractor records or documents directly relating to the Contract.

#### **5.1.13 Recordkeeping and Record Retention:**

The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with federal, State and Local ordinances.

The Authorized User and the State shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to the Contract. The Contractor shall retain all documents applicable to the Contract for a period of not less than three (3) years after the Contract has expired.

#### **5.1.14 Contractor's Report of Sales, Other Reports and the Minority Business Report:**

The reporting period starts on the date of implementation of the Contract.

Liquidated damages may be assessed under Section 5.1.15 (Liquidated Damages) for any delays in providing any report. In addition, liquidated damages may be assessed for failure to provide accurate and complete data in the report.

A Contractor that continues to provide late delivery of reports, non-delivery of required reports, provides inaccurate and incomplete information in the reports or requires reminders from the State to provide reports may be considered in breach of the Contract and may result in assessment of liquidated damages and cancellation of the Contract at the State's discretion.

At any time during the Contract period additional reports may be requested and agreed upon.

##### **5.1.14.1 Sales Reports:**

Contractor shall provide electronic reports (monthly, quarterly and annually) that contain detailed information for each item purchased by each Authorized User during the period being reported. Reports shall be in Excel (in the format provided by the State) to the Contract Manager as specified herein. Reports shall be sent via email or on a CD and shall be in the format that can be easily sorted and saved.

Sales reports are due as follows:

- Monthly report of sales (or Authorized User spend) shall be due to the Contract Manager no later than fifteen (15) calendar days after the end of each month. For example, the September report is due on October 15<sup>th</sup>.
- Quarterly report of sales (or Authorized User spend) shall be due to the Contract Manager no later than fifteen (15) calendar days after the end of each quarter.

The State's fiscal quarters are:

- July 1st through September 30th,
- October 1st through December 31st,
- January 1st through March 31st, and

- April 1st through June 30th.
- Annual report of sales (or Authorized User spend) shall be due to the Contract Manager no later than July 20<sup>th</sup> for the previous fiscal year or Contract period. (State's fiscal year is from July 1-June 30).

#### **5.1.14.2 Audit/Verification of Pricing Report**

The completed annual report required in Section 2.4.16, Audit/Verification of Pricing, shall be due to the Contract Manager no later than nine (9) months after the end of the fiscal year which is June 30.

#### **5.1.14.3 Other Reports:**

Reports shall be sent to UW and the WTCS as listed below:

By the first (1<sup>st</sup>) of each month, the Contractor shall provide the Academic Select Unit Price list report identifying each Microsoft Academic Select product. The report shall be received by the UW and the WTCS no later than the last day of the month preceding the month the price list is in effect (e.g., prices that are in effect during the month of October are due no later than September 30<sup>th</sup>). The report shall include the following information:

- MS Part Number (SKU)
- MS Description
- ERP price from Microsoft's Level "A" current price list for that month
- UW discounted price from the Contractor providing the Unit Price for each item
- Purchase Period (length of the license purchased, generally the # of years)
- Pool Name

The Contractor shall provide an annual report listing the quantity purchased for every product by each campus. These purchases are also added to the existing inventory to provide a report that lists the products, the campus and the total inventory annually. The report also provides the ERP Price, the discount and the Unit Price for each item. The value of each campus' inventory is also provided.

#### **5.1.14.4 Minority Business Report:**

The Contractor shall file a quarterly report of supplies and services purchased from Certified MBE subcontractors in the performance of the Contract. A list of certified minority businesses, and the services and commodities they provide is available from the Department of Administration, Office of Minority Business Programs, 608-267-3293. The report shall be provided on the form provided by the State and shall be submitted even if there is no activity.

#### **5.1.15 Liquidated Damages:**

The State declares, and the Contractor agrees, that the State may suffer damages due to lack of performance of the terms and conditions of the Contract by the Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State and the Contractor agree that in the event of any such nonperformance of obligations or goals the amount of damage to the State from such nonperformance shall be the amounts set forth below. The Contractor shall pay said amounts as liquidated damages and not as a penalty. The State may elect to waive the imposition of liquidated damages on a case-by-case basis upon demonstration of hardship or other reasonable justification. No waiver of liquidated damages shall act as a waiver for any subsequent lack of performance or breach.

#### **5.1.15.1 Invoice Errors:**

The Contractor shall be responsible for submitting error-free invoices to the State. At the State's discretion, a pattern of invoices containing substantial or material errors submitted by the

Contractor may be grounds for termination of the Contract or the assessment of liquidated damages or both.

If the Contract Manager identifies pricing problems on any of the required usage reports, the Contractor has sixty (60) calendar days to credit overcharges back to the appropriate Authorized User.

The Contractor may be liable for liquidated damages for invoicing errors found by the State in the amount of ten percent (10%) of the total of the overcharges. The Contractor shall credit the appropriate Authorized User for the overcharged amount and shall issue a check in the amount of ten percent (10%) of the total overcharged amount to the Department of Administration as payment for the administrative costs to the Department.

If the audit report identifies pricing problems (e.g., the Contractor's Cost and/or appropriate Cost-Plus Percentage has been inaccurate), the Contractor shall issue checks or credits as determined by the Contract Manager in the amount of the overcharge for each overcharged order during the period of the audit. In addition, the Contractor shall issue a check in the amount of ten percent (10%) of the total overcharged amount to the Department of Administration as payment for the administrative costs to the Department. Any instance of overcharging based on the audit may be grounds for termination of the Contract.

#### **5.1.15.2 Reporting Deadlines, Errors and Liquidated Damages:**

The Contractor shall be liable for liquidated damages in the amount of five hundred dollars (\$500) for each week after the 15th of the month (or for each week after the date specified in Section 5.1.14 (Contractor's Report of Sales, Other Reports and the Minority Business Report above) that the accurate and complete reports specified in Section 5.1.14 have not been provided as specified to the Contract Manager.

Upon the imposition of liquidated damages for a third (3<sup>rd</sup>) breach under this Section 5.1.15 or upon the third (3<sup>rd</sup>) waiver thereof such breach, or any combination thereof, the State may serve notice of termination of the Contract for cause.

#### **5.1.15.3 Audit Report by Third Party:**

The Contractor shall be liable for liquidated damages in the amount of fifty thousand dollars (\$50,000) for failure to have the annual audit conducted and the results submitted to the State as required in Section 2.4.16, Audit/Verification of Pricing.

#### **5.1.15.4 Assessment of Liquidated Damages:**

Liquidated Damages shall be assessed upon the Contract Manager's notice to the Contractor. The Contractor shall have ten (10) business days, after the notice is received, to show cause to the Contract Manager why the assessment is in error or that extenuating circumstances constituting Force Majeure should apply. If the assessment is accurate or the appeal is denied, the Contractor shall issue a check to the Department of Administration in the amount of the assessment. The check shall be forwarded within thirty (30) days of the assessment or the denial of the appeal.

#### **5.1.16 Termination for Convenience:**

The State may terminate the Contract at any time, without cause, by providing a written notice to Contractor at least thirty (30) days in advance of the intended date of termination. Notice of termination of the Contract shall not affect any outstanding orders. The Contractor may terminate the Contract for convenience by providing a written notice to the State at least ninety (90) days in advance of the intended date of termination.

**5.1.17 Termination for Cause:**

Either Party may terminate the Contract for failure by the other Party to perform its material obligations provided 1) the terminating Party has given the other Parties' contact person written notice with proof of delivery from an overnight delivery service or certified mail return receipt requested and a ten (10) business day opportunity to cure, and 2) the Party receiving the notice has not cured its failure to perform its material obligations.

If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of such breach to the Contact person of the breaching Party and afford the breaching Party an opportunity to cure the breach within ten (10) days from the date that the breaching Party receives such notice. The notice may include an effective termination date if the breach is not cured by that date and, unless otherwise modified by the non-breaching Party in writing prior to the termination date; no further action shall be required of any Party to effect the termination as of the stated date. If the notice does not set forth an effective termination date, then the non-breaching Party may terminate the Contract by giving the breaching Party no less than twenty four (24) hours' written notice.

**5.1.18 Special Discounts:**

Contractor shall obtain and use the appropriate Publisher's price lists and discounts offered to the State. (e.g., Microsoft's discount to their Level "B" ERP price list for Campus and School purchases).

**5.1.19 Publisher Agreements:**

Contractor shall not sign contract agreements for the State. Contractor shall not "register the deal" with any Publisher/Distributor/Supplier based on any type of knowledge of an impending purchase by the State or an Authorized User. This does not prohibit the Contractor from negotiating prices with its suppliers nor does it prohibit the Contractor from conducting its normal business practices after it has received an Authorized User's valid purchase.

**5.1.20 Service Fees:**

The Contractor shall not invoice service fees or additional fees to Authorized Users during the term of the Contract. There shall be no "small order", "minimum order" or "special order" charges or surcharges, unless otherwise required in the Publisher's Value License Agreement (VLA) or the Publisher's Master License Agreement (MLA).

The Contractor shall not charge any Authorized User for returns based on Contractor's inaccuracies or other errors on the part of the Contractor.

Any expedited delivery that occurs as a result of Contractor's error shall be free of charge. No handling surcharges shall be added or discounts lost for any expedited orders.

The Contractor shall not charge a fee for any of the services listed in the Contract.

**5.1.21 Increased Publisher Spend:**

Based on future needs and spend, there may be a need to promote an individual Publisher from the "Other Publishers" section to the "Major Publishers" list. The Contractor shall work proactively with the Contract Manager to monitor spending habits and market demands in order to perform a recalibration of Publishers included in the "Major Publishers" section of the non-Microsoft portion of the Contract. This recalibration shall occur every six (6) months or more often if deemed necessary by either Party.

The State shall have the ability to renegotiate with the Contractor, the Cost-Plus Percentage for any Publisher to a lower percentage if volumes increase for a particular Publisher.

**5.1.22 Retirement of Licenses:**

The Contractor shall facilitate with the Publisher the process for the retirement of any licenses for the Authorized User as needed. This requires that the Contractor determine the policies of the Publisher and provide the State with the proper procedures and paperwork in order that the retirement of the license becomes effective before the next maintenance period is invoiced or becomes effective.

**5.1.23 Negotiation assistance, volume license agreement facilitation:**

When requested, the Contractor shall provide negotiation assistance to the State in order to obtain better discounts from the Publishers. The Contractor at any time can be proactive in this service by providing the Contract Manger the appropriate Publisher's various levels and their requirements, as well as recommendations on obtaining better pricing. In addition, it is expected that any individual order or group of orders that allows for better cost prices from the Publisher shall be actively perused by the Contractor.

The Contractor shall report to the appropriate Publisher, all software purchases for all the "named Publishers" in order to ensure the proper level of pricing for the State.

**5.1.24 License Deployment Management**

The Contractor shall assist the Authorized Users with software deployment and migration strategies for purposes of upgrades from/to and to suggest competitive upgrades paths.

The Contractor shall advise the Authorized User of the various software versions and plans available, especially when there are various choices.

The Contractor (with an award to sell Microsoft's products) shall be especially knowledgeable regarding the Microsoft Select and EA contracts (both Government and/or Academic) to ensure that the Authorized User is purchasing the best version of the product for their needs from the correct Microsoft Agreement.

**5.1.25 License Allocation System:**

The Contractor shall provide a tool for managing the allocation of licenses purchased under "Enterprise-type" Agreements. This software asset management tool shall break down license allocations by organizational levels as well as geographic regions providing the State with a comprehensive view of where the licenses reside, as well as what licenses are available for allocation.

**5.1.26 License Redeployment Management:**

The Contractor shall recommend solutions to reduce the total cost of ownership of software whenever possible. The Contractor shall have a program that shall manage the redeployment of unused software licenses. This Service/Tool shall allow an end-user to "turn-in" a software license that he or she no longer uses. The Contractor shall then warehouse this license under a State specific SKU# and shall advertise its availability to other buyers within the State. If another State employee decides to take the unused license, the Contractor shall "re-deploy" that software License. The Authorized User may also choose to purchase any necessary media and documentation available to supplement the license. In addition, if an older version of the license is re-deployed, the Authorized User may purchase the upgrade and/or maintenance (if available) and the State shall still realize significant cost savings over the purchase of a new license.

**5.1.27 Evaluation Software:**

The Contractor shall provide reasonable assistance obtaining evaluation software when requested by the Authorized User.

**5.1.28 Marketing:**

The Contractor (with an award to sell Microsoft's products) shall provide reasonable assistance with the introduction of any new Microsoft products; create marketing pieces and promotions for Microsoft products and agreements.

**5.2 Standard Terms and Conditions (Request for Bids/Proposals:**

See following pages

**5.3 Supplemental Standard Terms & Conditions for Procurements for Services:**

See following pages.

Wisconsin Department of Administration  
Chs. 16, 19, 51  
DOA-3054 (R10/2005)  
Page 1 of 3

## **Section 5.2 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 industry wide. 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 Government Accountability Board, (Ethics Division) 212 East Washington Ave., 3<sup>rd</sup> Floor, Madison, Wisconsin 53707-7984 (Telephone 608-266-8005).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin  
Department of Administration  
DOA-3681 (01/2001)  
ss. 16, 19 and 51, Wis. Stats.



Division of Enterprise Operations  
Bureau of Procurement

## Section 5.3 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.

## **6.0 Required Forms:**

Required forms are listed below; the actual forms are located on the following pages except for RFB Cover page) (some forms do not have the Section # on the form).

The following forms shall be completed as appropriate and submitted with the Bid in accordance with the instructions given in Section 3.0, Preparing and Submitting a Bid.

Bidders shall submit all forms with its Bid response even if Bidder is not required to complete the form.

### **6.1 RFB Cover Page (DOA-3070):**

Be sure to enter the Bidder's name and address on the form and sign.

This form is page 2 of the RFB.

### **6.2 Vendor Information (DOA-3477):**

All Bidders shall complete the form and submit with the Bid response.

### **6.3 Vendor Reference (DOA-3478):**

The Bidder must provide four (4) references the Bidder has done business with and are similar to that required by this solicitation within the last four (4) years. If a Bidder is submitting a Bid for Government pricing, it should provide at least one (1) Government reference. If a Bidder is submitting a Bid for Academic pricing, it should provide at least one (1) university system or higher education reference. The State prefers that the other two (2) references are either state government or municipalities when possible. The State shall determine which, if any, references to contact to assess the service and quality of work performed.

### **6.4 Vendor Agreement Cooperative Purchasing (DOA-3333):**

Commodities and services may be made available to Authorized Users. See Vendor Agreement-Wisconsin's Cooperative Purchasing Services (DOA-3333), for definitions and other information on Authorized Users. Authorized Users must be able to obtain the commodities and services procured under the Contract at the same rates agreed to by the State and the bidder. The Contractor shall be responsible for determining the status of potential Authorized Users and supplying the State with documentation and support.

### **6.5 Designation of Confidential and Proprietary Information (DOA-3027):**

- READ THE FORM INSTRUCTIONS (on the form).
- Complete form only if Bidder includes proprietary information in the Bid response.
- Bidder cannot request that entire Bid response be proprietary. Costs, prices, percentages, etc. also cannot be proprietary.
- Return form unsigned if Bidder does not identify trade secret information.

### **6.6 Lobbying Forms:**

The Lobbying Forms and the Debarment Form (see 6.7 below) are Federal forms that must be on file with State Agencies that receive Federal Funds and who spend more than \$25,000 per contract.

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

If the Bidder does any type of Lobbying activities, the Bidder shall also complete the two (2) Disclosure of Lobbying Activities Forms. Return these forms and the completed Lobbying form.

### **6.7 Debarment Form:**

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

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

### **6.8 Additional Bidder Information Form:**

All Bidders shall complete the form and submit with the Bid response. Bidder may additional pages if the form does not provide enough space for the Bidder's answers.

### **6.9 Microsoft LAR Service Requirements Response Form - Government & Academic:**

As stated in Section 2.3 (Microsoft Large Account Reseller (LAR) Service & Support Requirements), a Bidder submitting a Bid for either the Government or the Academic 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". All the requirements listed in Section 2.3 (Microsoft Large Account Reseller (LAR) Service & Support Requirements) are mandatory.

**Failure to complete this form shall result in disqualification of the Bidder for the Microsoft portion of the RFB.**

If quoting on the Microsoft portion of the RFB a Bidder shall provide certificates/documents documenting that they are currently a Microsoft Government and/or Academic designated LAR.

**Failure to demonstrate Microsoft LAR designation through a certificate/documentation shall result in disqualification of the Bidder for the Microsoft portion of the RFB.**

Attach the appropriate LAR certification(s) (Government and/or Academic) to this document. See Sections 2.1 (Spend and Overview of Contracts), 2.2.1 and 2.2.2.

### **6.10 Bidder Service Requirements Response Form - Non-Microsoft Government & Academic:**

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".

As stated in Section 2.5 (Other Contractor Services) 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 includes a column that indicates whether the item is mandatory or not.

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

**6.11 Bid Forms:**

- A. Microsoft Government Cost-Plus Percentages for all products except Firm Priced items
- B. Microsoft Government Firm Prices and Excel Spreadsheet
- C. Microsoft Academic
- D. Major Publishers
- E. Other Publishers

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

Bid / Proposal # RFB 28031-KA  
Section 6.2

Commodity / Service Microcomputer Software

**Vendor Information**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

3. \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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.

STATE OF WISCONSIN

DOA-3478 (R12/96)

Bid #RFB 28031-KA

Section 6.3

**VENDOR REFERENCES**

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.

State of Wisconsin  
 Department of Administration  
 DOA-3333 (R03/2004)



Division of Enterprise  
 Operations  
 State Bureau of  
 Procurement

## Section 6.4 Vendor Agreement

### *Wisconsin's Cooperative Purchasing Service*

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

Interested municipalities:

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

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

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

**MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

**OPTIONAL:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

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

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

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid # <b>28031-KA</b>	

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

**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

**Section 6.5 DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid #28031-KA 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.

**Section 6.6 LOBBYING FORM**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Contract # and Name: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name printed





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

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

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

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

## Section 6.7 Debarment Form

### CERTIFICATION REGARDING

### DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

#### LOWER TIER COVERED TRANSACTIONS

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

#### (Before Completing Certification, Read Attached Instructions

#### Which Are an Integral Part of the Certification)

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

---

Name and Title of Authorized Representative

---

Signature

Date

---

Company/Organization Name

Definitions:

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

**Section 6.8 ADDITIONAL BIDDER INFORMATION FORM  
RFB 28031-KA**

Bidder Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Number of Years Bidder has been selling Software licenses and maintenance: \_\_\_\_\_

Total Software/Maintenance/Support **Sales** (only) for the following years:  
Calendar year or fiscal year 2007 \_\_\_\_\_ 2008 \_\_\_\_\_ 2009 \_\_\_\_\_

Location of warehouse: \_\_\_\_\_ Location of customer service reps: \_\_\_\_\_

Are customer service reps assigned to a specific account (consider the State as one account): \_\_\_\_\_

What is your company's main line of business: \_\_\_\_\_

What other product lines are sold: \_\_\_\_\_

Number of current government customers (approx) \_\_\_\_\_  
(e.g., the State of Wisconsin would be one customer, not dozens based on how many departments.)  
Number of university customers (approx): \_\_\_\_\_  
(e.g. UW would be one customer not hundreds based on location of campus or the number of departments.)

Bidding on Microsoft Government	YES _____	NO _____
Bidding on Microsoft Academic	YES _____	NO _____
Bidding on Novell	YES _____	NO _____
Bidding on All Other Publishers	YES _____	NO _____

What is your complaint escalation process regarding your (include names, titles and phone numbers):  
Services:

*Contract issues:*

*Invoices:*

What processes do you have in place for disaster recovery?

List Bidder's major publishers based on sales.

**Section 6.9**

**Microsoft LAR Service Requirements Response Form for Government and Academic**  
 (Complete form only if bidding on Microsoft Government or Academic)

BIDDER \_\_\_\_\_

Bidding on Microsoft Government Yes \_\_\_\_\_ No \_\_\_\_\_  
 Bidding on Microsoft Academic Yes \_\_\_\_\_ No \_\_\_\_\_

As stated in Section 2.3 (Microsoft Large Account Reseller (LAR) Service & Support Requirements) a Bidder submitting a Bid for either the Microsoft Government or the Microsoft Academic 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 portions of the RFB.** Mandatory requirements include the word “shall”. Each of the requirements in Section 2.3 is a mandatory requirement.

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

If quoting on a Microsoft portion of the RFB a Bidder shall attach the certificates/documents documenting that they are currently a Microsoft Government and/or Academic designated LAR to this form. (If bidding on both Government and Academic, two (2) certifications shall be submitted.)

**Failure to demonstrate Microsoft LAR designation through a certificate/documentation shall result in disqualification of the Bidder for the Microsoft portions of the RFB.**

Bidders: Note that the following requirements are summarized from Section 2.3 (Microsoft Large Account Reseller (LAR) Service & Support Requirements). Bidder shall check appropriate box to attest that Bidder understands and agrees to the specific mandatory requirement as stated in Section 2.3. By checking the “yes” box on the form, the Bidder is agreeing that the Bidder shall perform the service as specified in Section 2.3.

Section Number	Short Description of Service	Yes, will provide	No, can't provide
2.3.1	Microsoft authorized Large Account Reseller (LAR) (Certificates required for Government and/or Academic)		
2.3.2	Provide Customer Service from 8 a.m.– 5 p.m. (M-F) (except state holidays)		
2.3.3	Provides knowledgeable staff regarding all aspects of Microsoft Agreements, products, programs, licensing, etc.		
2.3.4	Able to provide all Microsoft programs and products		
2.3.5	Responsible for providing accurate quotes, invoices and reports		
2.3.6	Provide a website. Post Contract Unit Prices for Government Select and Enterprise Agreements on website (plus any added Agreements as requested)		
2.3.7	Provide serving and administration of Microsoft's Agreements & Enrollments		
2.3.8	Enroll, educate and re-enroll Authorized Users		
2.3.9	Process enrollment forms		
2.3.10	Process and account for licenses		
2.3.11	Assure Software Assurance benefits applied to enrollments		

Section Number	Short Description of Service	Yes, will provide	No, can't provide
2.3.12	Maintain accurate contact and notices names on VLSC		
2.3.13	Research and investigate methods to obtain better prices from Microsoft		
2.3.14	May be required to identify potential users and actively market new Microsoft programs		
2.3.15	Develop and host Wisconsin Contract searchable website		
2.3.16	Develop and maintain announcement, instruction and information page on website		
2.3.17	Post Unit Prices for the Select Agreement on or before the 1 <sup>st</sup> of each month		
2.3.18	Post special promotions and price decreases for Microsoft products		
2.3.19	Promptly report all orders to Microsoft		
2.3.20	Post discontinuation of SKU's within five (5) days of receipt of information from Microsoft		
2.3.21	Report accurate order information to Microsoft		
2.3.22	Reconcile reported orders and licenses with Authorized User's records		
2.3.23	Assist Authorized User with explanation of terms & conditions in the State's Microsoft Agreements		
2.3.24	Send reports to the UW and WTCS as required in Section 2.2.2 Microsoft Academic		
2.3.25	Send reports to the Contract Manager for all Authorized Users as required in Section 2.4.14 Contractor Report of Sales		

**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
2.5.6	Cannot sign Publisher agreements for the State, cannot obligate the State without a PO and cannot register a deal with the Publisher unless a PO is issued			Yes
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

**Section 6.11  
Microsoft Government  
BID FORM A**

BIDDER NAME: \_\_\_\_\_

A Bidder (who is a LAR) may bid on either the Government or the Academic portions of the RFB or on both portions. The Bidder for the Academic portion must be an Academic LAR.

A Bidder who bids on Bid Form A shall also bid on Bid Form B or the Bidder shall be disqualified from receiving an award for the Microsoft portion of the RFB.

**A. Microsoft Select (Government) (Cost-Plus Percentage)** using Microsoft’s Level “D” Price List issued on a monthly basis. Enter Cost-Plus Percentages in the first table below.

**Microsoft EA (Government) (Cost-Plus Percentage)** using Microsoft’s Level “D” Price List issued on a monthly basis. Enter Cost-Plus Percentages in the second table below.

The Cost-Plus Percentage listed here shall be applied to every Microsoft transaction (except for Firm Price items) as the maximum percentage used by the Contractor to calculate the State of Wisconsin’s Unit Price. The Cost-Plus Percentage used to calculate the Unit Price shall depend on the Agreement from which the product is purchased.

The Bidder shall provide the **same** Cost-Plus Percentage for each of the three (3) pools when the Authorized User does not use a PCard as the payment vehicle. However, the Select Cost-Plus Percentages may be different from the EA Cost-Plus Percentages.

The Bidder shall provide the **same** Cost-Plus Percentage for each of the three (3) pools when the Authorized User uses a PCard as the payment vehicle. However, the Select Cost-Plus Percentages may be different from the EA Cost-Plus Percentages.

Select Cost-Plus Percentage bid may have up to two (2) decimal places (e.g., 1.03%)

Microsoft POOL DESCRIPTION	Cost-Plus Percentage w/o PCard	Cost-Plus Percentage with PCard
Applications Pool	_____ %	_____ %
Servers Pool	_____ %	_____ %
Systems Pool	_____ %	_____ %

EA Cost-Plus Percentage bid may have up to two (2) decimal places (e.g., 1.03%)

Microsoft POOL DESCRIPTION	Cost-Plus Percentage w/o PCard	Cost-Plus Percentage with PCard
Applications Pool	_____ %	_____ %
Servers Pool	_____ %	_____ %
Systems Pool	_____ %	_____ %

**Section 6.11  
Microsoft Government (Firm Prices)  
BID FORM B**

BIDDER NAME: \_\_\_\_\_

A Bidder (who is a LAR) may bid on either the Government or the Academic portions of the RFB or on both portions. The Bidder for the Academic portion must be an Academic LAR.

A Bidder who bids on Bid Form B shall also bid on Bid Form A or the Bidder shall be disqualified from receiving an award for the Microsoft portion of the RFB.

**B. Microsoft (Government) (Firm Prices).** See **attached Excel Spreadsheet “B” (Microsoft Firm Prices and Excel Spreadsheet)** for Microsoft’s ERP prices for the State of Wisconsin. As per our Enterprise Agreement with Microsoft, the **ERP prices listed on the spreadsheet include a 1% discount from Microsoft’s January 2010 ERP price list.** These prices are firm for three (3) years for enrollments that commence or re-enroll during the period March 1, 2010-February 28, 2011 and are firm through February .28, 2013.

The Bidder’s discount shall be applied to the Microsoft pricing on the attached spreadsheet in order to arrive at the Bidder’s Firm Prices for the State. The Bidder **shall use the same** List-Less Discount Percentage to calculate each Firm Price on the Excel spreadsheet when the Authorized User does not use the PCard. The Bidder may use a different List-Less Discount Percentage but it **shall use the same** List-Less Discount Percentage to calculate each Firm Price on the Excel spreadsheet when the Authorized User uses the PCard. The List-Less Discount Percentage Bid may have up to two (2) decimal places (e.g., 30.03%)

Bidders are to enter their Firm Prices in the cells identified **on the attached Excel spreadsheet Bid Form**. Prices shall be in dollars and cents. There are four (4) tables that require pricing. There are Platform and Non-Platform prices required when a PCard (credit) is not used. There are Platform and Non-Platform prices required when a PCard is used by the Authorized User.

Bidder shall insert the List-Less Discount Percentage from the Microsoft ERP (D less 1% prices attached) the Bidder used to calculate their Firm Prices (**w/o PCard**) on these lines.

Platform\_\_\_\_\_%

Non-Platform\_\_\_\_\_%

Bidder shall insert the List-Less Discount Percentage from the Microsoft ERP (D less 1% prices attached) the Bidder used to calculate their Firm Prices (**with PCard**) on these lines.

Platform\_\_\_\_\_%

Non-Platform\_\_\_\_\_%

**If bidding on Microsoft Government, be sure to include the completed Excel Spreadsheet with all four (4) tables completed with the Bidder’s Firm Prices.**

**Section 6.11  
Microsoft Academic  
BID FORM C**

BIDDER NAME: \_\_\_\_\_

A Bidder (who is a LAR) may bid on either the Government or the Academic portions of the RFB or on both portions. The Bidder for the Academic portion must also be an Academic LAR.

**C. Microsoft (Campus and School and Academic Select)**

Microsoft’s Campus and School Agreement prices are calculated using a Cost-Plus Percentage and the distributor’s invoice to determines the Cost. .

Current established pricing for the Microsoft Academic Select Agreement is **Microsoft’s Level “A”**.

The Cost-Plus Percentages listed here shall be applied to all the appropriate Microsoft transactions as the maximum percentage used by the Contractor to calculate the State of Wisconsin’s Unit Price.

Cost-Plus Percentages bid may have up to two (2) decimal places (e.g., 30.03%)

MICROSOFT ACADEMIC	Cost-Plus Percentage w/o PCard	Cost-Plus Percentage with PCard
CAMPUS & SCHOOL	_____ %	_____ %
ACADEMIC SELECT	_____ %	_____ %

**Section 6.11  
Major Publisher and Other Publishers  
BID FORM D**

BIDDER NAME: \_\_\_\_\_

All Bidders may Bid on the Major Publishers and Other Publishers. A Bidder who enters a Bid on Bid Form D, must also Bid on Bid Form E.

A Bidder shall be able to provide no less than seventy-seven percent (77%) of the following thirteen (13) Publishers or no less than ten (10) out the thirteen (13) Publishers in order to be considered for an award. (See also Section 4.4 (Non-Microsoft Major Publishers and Other Publishers Award) for additional award process procedures that will be conducted by the State.)

**D. Major Publishers: (Government and Academic) Cost-Plus Percentage and List-Less Discount Percentages:**

The Percentages listed here shall be applied to the applicable Major Publisher transaction as the maximum Cost-Plus Percentage or the minimum List-Less Discount Percentage (as applicable) used by the Contractor to calculate the State of Wisconsin’s Unit Price.

Cost-Plus Percentage bid may have up to two (2) decimal places (e.g., 1.03%)

<b>PUBLISHER</b>	<b>Government COST-PLUS PERCENTAGE W/O PCARD</b>	<b>Government COST-PLUS PERCENTAGE WITH PCARD</b>	<b>Able to sell all Publisher’s products</b>	<b>Academic COST-PLUS PERCENTAGE W/O PCARD</b>	<b>Academic COST-PLUS PERCENTAGE WITH PCARD</b>	<b>Able to sell all Publisher’s products</b>
Adobe	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Arvato	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Business Objects	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Computer Associates	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Hewlett Packard	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
IBM	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
LANDesk	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
McAfee	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Quest	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Symantec incl. Veritas	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
Trend Micro	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
VMWare	_____%	_____%	yes__ no__	_____%	_____%	yes__ no__
<b>PUBLISHER (List-Less Discount Percentage)</b>	<b>Government LIST-LESS DISCOUNT PERCENTAGE W/O PCARD</b>	<b>Government LIST-LESS DISCOUNT PERCENTAGE WITH PCARD</b>	<b>Able to sell all Publisher’s products</b>	<b>Academic n/a</b>	<b>Academic n/a</b>	<b>Academic n/a</b>
Novell	_____%	_____%	yes__ no__			

If the Bidder is bidding on the Major Publishers and cannot provide the Publisher's entire product line, the Bidder shall check the "no" box on the above form and include as an attachment the reasons the Bidder is unable to provide the entire product line and **either include the names of the product lines the Bidder can provide or if easier, the product lines of the Publisher that the Bidder cannot provide.**

**Section 6.11  
Major Publisher and Other Publishers  
BID FORM E**

BIDDER NAME: \_\_\_\_\_

All Bidders may Bid on the Major Publishers and Other Publishers. A Bidder who enters a Bid on Bid Form E, must also Bid on Bid Form D.

**E. All "Other Publishers" Cost-Plus Percentage:**

The Cost-Plus Percentage listed here shall be applied to all "Other Publisher" transactions as the maximum percentage used by the Contractor to calculate the State of Wisconsin Unit Price.

Cost-Plus Percentage bid may have up to two (2) decimal places (e.g., 1.03%)

PUBLISHER	Government COST-PLUS PERCENTAGE W/O PCARD	Government COST-PLUS PERCENTAGE WITH PCARD	Academic COST-PLUS PERCENTAGE W/O PCARD	Academic COST-PLUS PERCENTAGE WITH PCARD
All "OTHER" Publishers	_____ %	_____ %	_____ %	_____ %