

US EPA ARCHIVE DOCUMENT

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

AGENCY: Wisconsin Department of Natural Resources  
ADDRESS: Attn: Richard M. Straub  
PO Box 7921  
Madison, WI 53707-7921

THIS IS NOT  
AN ORDER

REQUEST FOR PROPOSAL

PROPOSER (Name and Address)

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

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **#H-041-08**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for ninety(90) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

Public Opening ☒  
No Public Opening ☐

**11:00 AM CDT, Wednesday, April 23, 2008**

Name (Contact for further information)

**Richard M. Straub**  
**(email address: richard.straub@wisconsin.gov)**

Phone

**608-261-6415**

Date

**Wed., March 12, 2008**

Quote Price and Delivery FOB

**Destination**

Description

Request for Proposal  
#H-041-08  
Wisconsin Department of Natural Resources  
Bureau of Cooperative Environmental Assistance  
  
Environmental Management System (EMS) Auditing Services  
for the Dairy Sector  
  
RFP Issue Date  
03/12/2008

Payment Terms - PER RFP SECTION 7.1

Delivery Time – FINAL REPORT DUE ON OR BEFORE 6/30/2010

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

☐ We are a work center qualified under Wis. Stats. s. 16.752. Questions concerning the qualification 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 proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

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

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

Name of Authorized Company Representative (Type or Print)

Title

Phone ( )

Fax ( )

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole Proprietor (Voluntary)



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## 1.0 GENERAL INFORMATION

### 1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Environmental Management System (EMS) Auditing Services for the Dairy Sector. The State as represented by the Department of Natural Resources (DNR) intends to use the results of this solicitation to award a contract for Environmental Management System (EMS) Auditing Services for the Dairy Sector.

DNR previously issued a separate but related solicitation (RFP #H-040-08) for Delivery of Environmental Management System (EMS) Services for the Dairy Sector. That RFP focuses on EMS training and consulting rather than EMS auditing. In order to ensure the integrity and credibility of audit results, it is necessary to ensure operational independence between the EMS trainers/consultants and the EMS auditors. Interested parties who have submitted proposals on this prior solicitation may also submit proposals for this projects, but DNR will not award both contracts to the same party unless the contractor can provide absolute assurance that persons involved in audits will be completely independent of persons involved in EMS training and consultation.

### 1.2 Scope of the project

#### 1.2.1 Project description

Urban and rural nonpoint pollution is the leading cause of water quality problems in Wisconsin, degrading or threatening an estimated 40 percent of the streams, 90 percent of the inland lakes, many of the Great Lakes harbors and coastal waters, many wetland areas and substantial groundwater resources in Wisconsin. Polluted runoff contributes to habitat destruction, fish kills, reduction in drinking water quality, harbor and stream siltation, and a decline in recreational use of lakes. In April 1993 an outbreak of cryptosporidium in Wisconsin infected more than 400,000 people and killed 54. Agricultural runoff was the suspected culprit, but the adopted solution was to spend \$89 million improving urban drinking water supplies.

In Wisconsin, approximately 1% of our 15,000 dairy farms are required to have water permits and comply with existing confined animal feeding operation (CAFO) regulations. This means 99% of dairy farms don't have any environmental permits at all and are largely unregulated by DNR. As a practical matter, the only short-term prospect for Wisconsin to address our agricultural runoff issues on the smallest 99% of farms is by supplementing, rather than expanding, the permit program.

This project will explore the use of whole farm environmental management systems (EMS) in the dairy sector as a tool to establish voluntary environmental improvement goals, measure progress, and ultimately protect and restore water quality and natural resources. The EMS approach is relevant and helpful; both to large regulated dairy producers who can use the EMS to ensure compliance and go beyond compliance, as well as to smaller farms which can use the EMS to drive improvements in unregulated aspects. The EMS process encourages farmers to move beyond a "permit compliance" or "best practices" mindset to a "continual improvement" mindset that acknowledges how best practices evolve over time. The EMS approach also has the distinct advantage of being a whole farm, multi-media tool, and it can even be used to influence the environmental performance of others up and down the supply chain. For those reasons, using whole farm EMS as a supplement to permits and regulations for the dairy sector has enormous potential to contribute to solving high priority environmental issues, most obviously in the area of nonpoint water pollution.

The application of EMS principles to the dairy sector is still viewed by many as hypothetical or foreign, but in fact DNR and others in Wisconsin have been working for several years to develop capacity and relevant local examples. As a result, DNR believes that at least 2 dairy farms in Wisconsin now have an EMS that would meet the international standard, ISO 14001, and at least 3 other farms are approaching that goal.

The purpose of this project is to build upon the EMS knowledge and capacity we have developed here in Wisconsin, and move beyond the feasibility or “proof of concept” stage to test the full potential of EMS as a tool for environmental improvement in the dairy sector. We will also try to link dairy producers using EMS with dairy processors using EMS, and otherwise forge supply-chain relationships that can drive and reward environmental improvement.

The specific aim of this contract is to offer EMS auditing services to the dairy sector.

#### 1.2.2 Objectives

The main objective of this project is to assist dairy producers and processors by auditing their EMS for validation and continual improvement purposes and to meet Green Tier program requirements. Under a separate EMS Services contract, DNR has established a goal of training at least 30 dairy producers and at least 1 dairy processor; helping at least 15 of the trainees to fully implement an EMS for their operation; and enrolling at least 10 of these dairy producers in Green Tier. In order to achieve the latter two goals in that contract, it will be necessary via this contract to validate through auditing that the dairy sector businesses have in fact implemented an EMS that meets Green Tier program requirements. See Section 5.1 of this RFP for a detailed description of the objectives and deliverables for this project.

This contract will be awarded to an independent organization familiar with EMS, ISO 14001, and Green Tier. The bidding organizations will need to explain how the work will be completed efficiently, within the specifications DNR lists in this Request for Proposal (RFP) and within the available budget for this project (\$75,000) that DNR has secured through the 2007 State Innovation Grant (SIG) from the United States Environmental Protection Agency (EPA).

#### 1.2.3 Needs

DNR needs to employ contractors to conduct EMS audits. All work shall be performed and all products delivered in a manner consistent with the Cooperative Agreement between DNR and EPA for the 2007 State Innovation Grant. All contract work shall be completed by June 30, 2010. The DNR project manager will have regularly scheduled meetings or conference calls with the contractor(s). The contractor(s) will submit project deliverables and quarterly progress reports to the DNR project manager. The DNR project manager will be closely involved in project coordination and assessment activities. The DNR project manager will not be closely involved in conducting the EMS audits but may witness some audits.

### 1.3 Procuring and contracting agency

This Request for Proposal (RFP) is issued by the Wisconsin Department of Natural Resources which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Richard Straub.

The contract resulting from this RFP will be administered by the Wisconsin Department of Natural Resources. The project manager will be Jeffrey Voltz, Wisconsin DNR, PO Box 7921, 101 S. Webster Street, Madison, WI 53707-7921.

### 1.4 Definitions

The following definitions are used throughout the RFP.

Agency means the Wisconsin Department of Natural Resources.

Proposer/vendor means a firm submitting a proposal in response to this RFP.

State means State of Wisconsin.

Contractor means proposer awarded the contract.

DNR means the Wisconsin Department of Natural Resources.

EPA means the United States Environmental Protection Agency.

SIG means the 2007 State Innovation Grant awarded by EPA to DNR on August 15, 2007.

EMS means Environmental Management System.

ISO 14001 means the standard for EMS published by the International Organization for Standardization.  
Green Tier means the Environmental Results Program specified in s. 299.83, Wis. Stats.

### **1.5 Clarification and/or revisions to the specifications and requirements**

Any questions concerning this RFP must be submitted in writing on or before 4:00 PM, Wednesday, March 26, 2008 (email submission is preferred) to the RFP Procurement Manager:

Richard M. Straub  
Senior Procurement Specialist  
Wisconsin Dept. of Natural Resources  
PO Box 7921  
Madison, WI 53707-7921  
Telephone #: (608) 261-6415  
FAX #: (608) 264-6277  
Email Address: richard.straub@wisconsin.gov

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

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

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

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

### **1.6 Vendor conference**

A vendor conference is scheduled for Wednesday, April 2, 2008 from 2:30 - 4:30 pm at the DNR offices located at 345 W. Washington Ave., Madison, Wisconsin 53703, Conference Room #121, to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. If no questions are received, the State reserves the right to cancel the vendor conference. All vendors who intend to respond to the RFP are strongly encouraged to attend the vendor conference. Although vendor attendance is not mandatory and proposals will be accepted by vendors not in attendance at the conference, the DNR believes that attendance will improve communications with vendors, will increase vendors understanding of the proposal requirements and will decrease problems that could arise with vendor submissions.

### **1.7 Reasonable accommodations**

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact the Department of Natural Resources at (608) 261-6415 (voice) or (608) 267-6897 (TTY).

### **1.8 Calendar of events**

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the



calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
March 12, 2008	Date of issue of the RFP.
March 26, 2008	Last day for submitting written inquiries.
April 2, 2008	Vendor conference.
April 9, 2008 (est.)	Mail notification to vendors of supplements or revisions to the RFP.
April 23, 2008	Proposals due from vendors.
May 6, 2008	Interviews by invited vendors (optional – if needed).
May 15, 2008 (est.)	Notification of intent to award sent to vendors.
May 30, 2008 (est.)	Contract start date.

## 1.9 Contract term and funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until June 30, 2010. This contract is being funded through a federal grant that includes a budget for the services described herein of up to \$75,000. Therefore the contract amount through June 30, 2010 shall not exceed \$75,000, and any proposals received with a cost proposal which exceeds \$75,000 may be rejected.

## 1.10 How to get on the State of Wisconsin's Bidders List

Vendors are directed to the State of Wisconsin's computerized vendor information system, "VendorNet", for additional electronic copies of this Request for Proposal package, and for information on receiving automatic notification of all state agency procurements over \$25,000 in a vendors particular area of interest. The web address for VendorNet is <http://vendornet.state.wi.us>. If there is a need to solicit bids for additional services upon the completion of the contract initiated by this procurement, only vendors registered with "VendorNet" will receive automatic notification of the bid. Your firms' receipt of this bid in the mail does not guarantee receipt of future bids for these services.

## 2.0 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 2.2 Incurring costs

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

### 2.3 Submitting the proposal

Proposers must submit **an original and three copies (total = 4)** of all materials required for acceptance of their proposal by 11:00 AM CDT, Wednesday, April 23, 2008 to one of the two following addresses depending on how you send it:

- If proposer is using the **US Mail** direct your proposals to:

Wisconsin Dept. of Natural Resources  
Attn: Richard M. Straub  
Senior Procurement Specialist  
PO Box 7921  
Madison, WI 53707-7921

- If sending your proposal via **any other delivery method** (e.g. UPS, FED-Ex, DHL, courier, etc.) send to

Wisconsin Dept. of Natural Resources  
 Attn: Richard M. Straub  
 Senior Procurement Specialist  
 345 W. Washington Ave 1<sup>st</sup> Floor  
 Madison, WI 53703

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

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

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

An original plus one (1) copy of the **Cost Proposal Form** must be sealed and submitted as a separate part of the proposal (inside the package used for the 4 copies of the proposal). The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP #H-041-08, Environmental Management System (EMS) Auditing Services for the Dairy Sector," and name of the vendor and due date. The cost proposal is also due to the addressee on the due date and time noted above.

## 2.4 Proposal organization and format

Proposals should be typed and submitted on 8.5 by 11 inch paper **bound securely**. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

**Tab 1 - Cover Letter/Vendor Certifications:** Include here any cover letter included with the proposal and include a signed copy of form number DOA-3261 Request for Proposal Cover Sheet. Proposals submitted in response to this RFP must be signed by a person in the vendor's organization who is responsible for the decision as to the prices being offered in the proposal or by a person who has been authorized in writing to act as an agent for the person responsible for the decision on prices. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

By submitting a signed proposal, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or agent of the vendor's organization has arrived at the prices in its proposal; without consultant, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the proposal have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**Tab 2 – Additional Required Forms:** Include here the signed copy of the *Designation of Confidential and Proprietary Information* (DOA-3027), *Vendor Information Sheet* (DOA-3477) and *Vendor Reference Sheet* (DOA-3478) that have been included in this RFP. All forms can be found in Section 9 of this RFP.

**Tab 3 – Vender Financial Stability Documentation:** Vendors responding to this RFP must be able to provide documentation to substantiate their financial stability. The typical documentation is generally

company annual reports that include income statements and balance sheets for the most recent fiscal reporting periods. In the absence of annual reports or audited financial statements vendors may submit whatever information they think will be sufficient to show the state that the proposing organization is financially viable (e.g., a simple statement about the principal members and their business history, letters of reference from a bank, references from prior customers who can validate the organization's capacity to handle a contract of this nature, etc.). Vendors may also include any other information about the organization or company that they believe will limit the risk faced by the State in contracting with their firm. A vendor's failure to adequately document their financial stability may result in the rejection of their proposal. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

**Tab 4 – Response to General Requirements:** Provide a point-by-point response to each and every proposal requirement specified in Section 4 of this RFP. Responses to general requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate all information requested in each specific requirement. A concise explanation of how each requirement has been or will be met must be included.

**Tab 5 - Response to Project Requirements:** Provide a description of the proposed approach to this project along with a detailed work plan and schedule for meeting each of the objectives and deliverables listed below in Section 5.1 by June 30, 2010.

**Tab 6 – Samples and Additional Information:** Provide samples of any EMS audit reports or other relevant reference materials that the contractor or any subcontractor has developed in the past. You may also include here any additional information which will be essential to an understanding of the proposal. Any material included here should be specifically referenced elsewhere in the proposal.

**Separate Envelope – Cost Information:** The vendor must submit their Cost Proposal according to the instructions provided in Section 2.3 above. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. **No mention of the cost proposal may be made in the response to the general or project requirements of this Request for Proposal.**

## 2.5 Multiple proposals

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

## 2.6 Interviews

Top scoring vendors, based on an evaluation of their written proposals, may be required to participate in interviews to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to interview on the date scheduled may result in rejection of the vendor's proposal. Proposers should note the interview dates established in Sec. 1.8, Calendar of Events, and should be prepared to be available for an interview (if requested) on those dates. If, at the time of proposal submission, a proposer knows that they will not be available on the above indicated dates, they should make note of it in their response and indicate alternative dates. The State expects that scheduled interviews will be held at the DNR Offices located at 345 W. Washington Ave., Madison, WI 53703.

## 2.7 Withdrawal of proposals

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

### 3.1 Preliminary evaluation

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

### 3.2 Proposal scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of an evaluation committee concerning this RFP, except as authorized by the RFP Procurement Manager, during the period from date of release of the RFP until the notice of intent to contract is released. The committee may review references and/or request interviews, and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. The cost proposals will be calculated with the most points awarded to the proposal with the lowest cost. Other cost proposals will be assigned points that correlate to those assigned to the lowest cost proposal.

### 3.3 Evaluation criteria

The proposals will be scored using the following criteria:

Section of RFP and Description	Points	Percent
<b>General Experience Requirements (4.2)</b>		<b>15%</b>
4.2.1 Experience working with DNR staff and other state agency personnel	30	
4.2.2 Experience working with dairy sector and other agriculture or food processing sectors	60	
4.2.3 Experience with environmental and natural resource issues relevant to Wisconsin's dairy sector and other agriculture or food processing sectors	60	
<b>Organization Capabilities (4.3) and Staff Qualifications (4.4)</b>		<b>45%</b>
4.3 Experience with EMS auditing, highlighting any experience specifically related to the dairy sector, other agriculture or food processing sectors, or Wisconsin's Green Tier program	250	
4.4 Staff qualifications (resumes)	200	
<b>Project Requirements (5.0):</b> Proposed approach to this project along with a detailed work plan and schedule for meeting each of the objectives and deliverables listed below in Section 5.1 by June 30, 2010.	200	<b>20%</b>
<b>Cost (6.0)</b>	200	<b>20%</b>
<b>TOTAL</b>	1000	<b>100%</b>

### 3.4 Right to reject proposals and negotiate contract terms

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

### 3.5 Award and final offers

The State will compile the final scores for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the

highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the State will request a final and best offer.

### **3.6 Notification of intent to award**

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

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 345 W. Washington Ave., 1<sup>st</sup> Floor, Madison, WI 53703. Vendors should schedule reviews with Richard Straub at (608) 261-6415, or email address: richard.straub@wisconsin.gov.

### **3.7 Appeals process**

The appeals procedure applies only to those requests for bids that are greater than \$25,000. Notices of intent to protest and protests shall be made in writing. Protesters shall make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated. Any protest of this DNR solicitation or of any intent to award issued as a result of this RFP process must be made as provided by the Wisconsin Administrative Code and the State Procurement Manual.

No later than five (5) working days after the date of this solicitation or no later than five (5) working days after any intent to award is issued by DNR, a written notice of a vendor's intent to protest must be received by:

Matthew Frank – Secretary  
c/o Jane Launderville, Purchasing & General Accounting Section Chief  
Wisconsin Department of Natural Resources  
101 S. Webster Street  
PO Box 7921  
Madison, WI 53707-7921

The complete written protest must then be received by the DNR Secretary (and/or his designee) at the above address, no later than ten (10) working days after any notice of intent to award is issued, or no later than ten (10) working dates after the date of this solicitation. All properly filed protests will be reviewed and the DNR Secretary will issue a decision regarding the protest. The decision of the DNR Secretary may then be appealed to the Secretary of the Department of Administration within five (5) working days of its issuance, with a copy of such appeal filed with the DNR, provided that the appeal alleges a violation of a statute or a provision of a Wisconsin Administrative Code.

## **4.0 GENERAL PROPOSAL REQUIREMENTS**

### **4.1 Mandatory requirements**

The following requirements are mandatory and the proposer must satisfy them.

A complete response to this section of the RFP will include a brief statement indicating the ability to meet mandatory requirements in 4.1.1 through 4.1.4 and state the proposer's commitment to comply with each mandatory requirement.

- 4.1.1 Completion of the contract requires the contractor to meet all objectives and deliverables described in Section 5.1 of this RFP. The final report as detailed in Deliverable 1b in Section 5.1 must be delivered in its entirety on or before June 30, 2010.
- 4.1.2 The key staff assigned to this project (including any subcontractors) must be able to participate in daytime meetings with DNR staff in Madison, WI on a quarterly basis at a minimum, or more



frequently as needed. The staff assigned to conduct EMS audits must be able to travel to dairy farms anywhere in Wisconsin.

- 4.1.3 If subcontractors will be employed, the selected contractor may not subcontract any deliverables listed below under Objective 1 (Project Coordination) and in addition must have an active and meaningful role in some or all of the EMS audits associated with Objective 2 (EMS Audits). DNR will not award this contract to an organization that proposes to have no other role than coordinating the work of subcontracted auditors.
- 4.1.4 The selected contractor (and any subcontractors) may not enter into a contract under DNR's separate solicitation (RFP #H-040-08) for Delivery of Environmental Management System (EMS) Services unless they can demonstrate to DNR's satisfaction that complete operational independence between trainers/consultants and auditors will be ensured.

## **4.2 General experience requirements**

Briefly summarize the experience and qualifications of the proposer's firm and the planned staff for each of the general experience requirements listed below.

- 4.2.1 Experience working with DNR staff and other state agency personnel.
- 4.2.2 Experience working with dairy sector (i.e., farms/producers and processing facilities) and other agriculture or food processing sectors.
- 4.2.3 Experience with environmental and natural resource issues relevant to Wisconsin's dairy sector and other agriculture or food processing sectors.

## **4.3 Organization capabilities**

The proposer must submit a summary of officer and management qualifications, number of employees, organization locations, date of establishment and a history of the organization since establishment. Please also provide a Vendor Information Form DOA-3477 (found in Section 9) for the proposer and any subcontractors the proposer intends to use on this project.

Describe the experience and capabilities of the proposer (and any subcontractors) in providing similar services to those required, highlighting any EMS auditing experience specifically related to the dairy sector, other agriculture or food processing sectors, or Wisconsin's Green Tier program. Be specific and identify projects, dates, and results.

Provide samples of any EMS audit reports or other relevant reference materials that the contractor or any subcontractor has developed in the past. All samples should be provided under Tab 6 of the proposal. Samples submitted during the course of this RFP will not be returned to the proposer. Samples submitted in this section may be used when grading other sections of this proposal. All samples included in Tab 6 should be listed and described in your response to this section of the RFP.

If a proposer wishes to designate submitted materials as confidential and proprietary they should indicate those documents as such on the form included in the RFP (DOA-3027 - Designation of Confidential and Proprietary Information). It is up to the proposer to determine what submissions will best demonstrate their past work. Choosing to black out company names and sensitive information is an option that proposers may take. Inclusion of only title pages or tables of contents may not give the evaluators enough information to determine a vendor's capabilities. Proposers should take that into consideration when preparing their submissions.

## **4.4 Staff qualifications**

Identify the key staff members of the proposer's organization (and of any subcontractors) who would be assigned to the project, specifying their name, role, and how the role fits into the overall project plan. Provide resumes describing the educational and work experiences for each of the key staff, making sure to highlight any prior EMS auditing experience and in particular any of this type of experience that is specifically related to the dairy sector, other agriculture or food processing sectors, or Wisconsin's Green Tier program. Provide documentation of any formal auditing credentials held by key staff members.

## **4.5 Proposer references**

Proposers must include in their RFP pertinent references for clients listed in Sections 4.2 and 4.3 (please list all references on Vender Reference Form DOA-3478 using as many sheets as necessary). For each client, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment that was the basis for the business relationship. The procuring agency will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of any references will be provided to the evaluation committee and used in scoring the proposal.

## 5.0 PROJECT REQUIREMENTS

Provide a description of the proposed approach to this project along with a detailed work plan and schedule for meeting each of the objectives and deliverables listed below in Section 5.1 by June 30, 2010.

Concerning Objective 2, the description should be very specific about the proposed approach to auditing, noting all of the activities that will be necessary to prepare for, conduct, and close out an EMS audit of a dairy producer or a dairy processor. For each activity, this description should include an estimate of the level of effort required of both the auditor(s) and the auditee(s) to complete the activity. In cases where site-specific factors might significantly influence the time necessary to complete an activity, the description should identify those factors and explain both the *range* of values for the time commitment and the *most likely* value for a *typical* audit. The plan should also note whether or under what circumstances an audit performed by the contractor would result in the issuance of an ISO 14001 registration certificate by an accredited registrar.

As part of the proposed approach for Objective 2, a proposer can assume that DNR or another party working with DNR will forward contact information to the selected contractor whenever a dairy business has requested an EMS audit. The selected contractor will not be responsible for soliciting these requests nor for promoting interest in dairy sector EMS audits, but will essentially be on retainer for conducting audits when such an interest is identified by DNR or other parties. All of this means that DNR does not expect the workplan and schedule to include specific calendar dates for audits nor binding commitments for the number of audits that will actually be completed. Rather, the workplan and schedule should simply reflect the level of effort and *relative* timeframes (e.g., number of days after an audit request is received) associated with a typical audit.

Top scoring proposals will explain why the overall approach to auditing is appropriate and how it will maximize the likelihood that project goals are met.

### 5.1 Objectives and deliverables

The purpose of this project is to assist dairy producers and processors by auditing their EMS for validation and continual improvement purposes and to meet Green Tier program requirements. Under a separate EMS Services contract, DNR has established a goal of training at least 30 dairy producers and at least 1 dairy processor; helping at least 15 of the trainees to fully implement an EMS for their operation; and enrolling at least 10 of these dairy producers in Green Tier. In order to achieve the latter two goals in that contract, it will be necessary via this contract to validate through auditing that the dairy sector businesses have in fact implemented an EMS that meets Green Tier program requirements. Detailed objectives and deliverables are described below. The deliverable products should all be submitted to the DNR project manager in electronic format. Any relevant materials not available in electronic format should be submitted to the DNR project manager separately.

Objective 1 - Project Coordination: Provide overall coordination and accountability for all project activities, including oversight and coordination of contractor staff and any subcontractors. Serve as primary contact for DNR project manager. Provide candid assessments of project results on an ongoing basis.

Deliverable 1a: Quarterly reports including a description of project activities undertaken and a comparison of progress versus project goals. In addition, if the contractor believes (based upon

the results of any EMS audits conducted) that the EMS training materials and training methods offered by DNR to dairy producers via a separate contract are in any way lacking, the contractor shall note this in the quarterly report and suggest ways to improve the materials or methods. Quarterly reports must be submitted on the due dates specified in Section 7.1 of this RFP or another schedule approved by DNR.

Deliverable 1b: Final report including a summary of all project activities undertaken, copies of all deliverables for Objectives 2-4, a comparison of results versus project goals, and any recommendations for future activities, policy changes, or further revisions to training materials or methods. To ensure that the state's needs are met, the contractor must submit an outline for the final report by April 1, 2010. Prior to June 1, 2010, the contractor may submit a draft final report for DNR comments and review. Submission of this draft report is not mandatory, but may assist the contractor to submit a satisfactory final report. The final report must be submitted by June 30, 2010.

Objective 2 - EMS Audits: Upon request, provide comprehensive EMS auditing services to dairy sector businesses. In order to ensure the integrity of audits and avoid conflicts of interest, the contractor shall not be paid or held accountable based upon the number of dairy producers who *pass* an audit. Nevertheless, the contractor shall *plan for and work toward DNR's goal* of demonstrating that at least 15 Wisconsin dairy sector businesses have implemented an ISO 14001 or functionally equivalent EMS by June 30, 2010. Any audits intended to meet Green Tier program requirements must be performed by an auditor approved by DNR pursuant to s. 299.83(7m) of Wisconsin Statutes.

Deliverable 2: Written summaries of each audit completed and any relevant follow-up or close-out activities. Each audit report shall clearly characterize the audit findings and include (where justified) a declarative statement by the auditor that the EMS conforms to the ISO 14001 standard or is a functionally equivalent EMS as that phrase is defined in s. 299.83(1)(dg) of Wisconsin Statutes. (It will not be necessary to provide a lengthy detailed report on each audit or to disclose any sensitive or confidential business information.) Each audit report should be submitted to DNR upon its completion. Audit reports should *not* be withheld for submission with quarterly reports or the final report.

## 6.0 COST PROPOSAL

### 6.1 General instructions on preparing cost proposals

The cost proposal should be submitted in a separate envelope with the written proposal according to the instructions in Section 2.3 above. Use the Cost Proposal form supplied in Section 9.0. On the form, clearly specify the minimum number of audits that can be completed for a total contract cost of \$75,000.

Proposers are also required to provide additional information and detailed cost breakdowns on a separate sheet as necessary to allow a complete understanding of all proposed costs submitted on the Cost Proposal Form. This additional information should allow the project manager to compare the actual invoices and progress reports submitted per Section 7.1 below, with the workplan submitted for Section 5 above. The Cost Proposal Form submitted must include all of the following:

- Maximum cost for completing each quarterly report (Deliverable 1a), and total for all quarterly reports.
- Maximum cost for completing final report (Deliverable 1b).
- Hourly rate for each person assigned to the project. **Please note that the Cooperative Agreement between DNR and EPA for the 2007 State Innovation Grant caps the rate that may be paid to any contractor or subcontractor at \$69.66 per hour and \$557.28 per day, not including overhead, transportation and travel expenses.**
- Maximum cost per completed audit, including labor, overhead, transportation and travel. Explain how this maximum cost relates to the expected time commitment necessary to complete an audit, as described in the proposed approach to the project, and the hourly rates for auditors.
- Minimum number of audits that could be completed for \$75,000, considering costs of quarterly reports and final reports and maximum cost per completed audit.



When itemizing maximum cost per completed audit, please consider the following:

- The State has established Uniform Travel Schedule Amounts for state employees. This agency would expect vendors providing services to adhere whenever possible to the amounts established for employees. This link provides access to information about the State's Uniform Travel Schedule Amounts: <http://oser.state.wi.us/docview.asp?docid=5038>
- Reasonable and customary overhead items might include liability insurance, workman's compensation insurance, profit, and other costs such as office space, equipment and utilities. Proposers should consult with their own accountants for a complete list of what to include in overhead.

If the contractor's actual expenses end up being less than the maximum costs stated in the proposal, there may be sufficient funds in the overall project budget to allow for more EMS audits than the minimum number specified in the proposal. Should this opportunity arise, the contractor and the DNR project manager will jointly review the project budget to determine if adequate funds remain before deciding whether to perform any audits beyond the minimum number specified in the proposal.

The cost proposal scores will be calculated with the maximum number of points awarded to the proposal which indicates the greatest minimum number of audits that can be completed for a total contract cost of \$75,000. Other cost proposals will be assigned points that correlate to those assigned to the highest scoring proposal based on the minimum number of audits that could be completed for \$75,000 as stated in each proposal.

## **6.2 Fixed price period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for ninety (90) calendar days starting on the due date for proposals.

## **7.0 SPECIAL CONTRACT TERMS AND CONDITIONS**

### **7.1 Payment requirements**

Payments will be made following the state's standard net 30 payment terms (Standard Terms and Conditions Item 11.0), except as noted below, based on the vendor's submission of monthly invoices and progress reports at the conclusion of each quarterly contract period and based on a final invoice with the delivery of the final report. The quarterly contract periods for report submission will end on the following dates unless the contractor requests different dates and DNR provides written approval for the alternate dates:

- June 30, 2008
- September 30, 2008
- December 30, 2008
- March 31, 2009
- June 30, 2009
- September 30, 2009
- December 30, 2009
- March 31, 2010

Each quarterly progress report must include, at a minimum, the content described in Deliverable 1a above. The final report must include, at a minimum, the content described in Deliverable 1b above.

Each monthly invoice must itemize the actual expenses incurred by the contractor for Project Coordination and separately itemize the actual expenses associated with each EMS Audit completed during the invoice period. (DNR will not consider an EMS audit to be complete until an Audit report is received by DNR.) Where labor costs are itemized, invoices should clearly show the names of each person who worked on the project, their hourly rate, and the number of hours they worked on the project during the invoice period. DNR will reimburse the contractor for actual Project Coordination and EMS Audit expenses or the maximum amounts stated in the cost proposal, whichever is less.

DNR will set aside from the total project budget of \$75,000 an amount equal to the maximum amount for preparing a final report as specified in the proposal. If the total amount paid by the DNR reaches the amount of the total project budget less the proposed final report amount, no further payments will be made to the contractor until the final report is submitted and accepted and a final invoice is submitted. As noted in deliverable 1b in Section 5.1 above, an outline of the final report must be submitted by April 1, 2010. The final report must then be submitted by June 30, 2010. In the event the state identifies deficiencies in the final report, the state will provide written documentation of the deficiencies by July 31, 2010. The contractor must then submit an improved final report by August 30, 2010 to obtain final payment.

In no event will DNR pay more than the total project budget of \$75,000 for all project activities.

## **7.2 Prime contractor and minority business subcontractors**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

The agency is committed to the promotion of minority business in the State's purchasing program. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.755, and 540.036, Wis. Stats.

The successful contractor will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The agency will require from the successful contractor a quarterly report of purchases of such supplies and services, from minority businesses, necessary for the implementation of the contract.

## **7.3 Executed contract to constitute entire agreement**

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

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

- Official Purchase Orders
- Vendor's Proposal dated xx/xx/2008 (actual date of proposal)
- State Request for Proposal dated 03/12/08
- Standard Terms and Conditions

## **7.4 Termination of contract**

The agency may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 5 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 days prior to said termination.

## **8.0 STANDARD TERMS AND CONDITIONS**

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



## Standard Terms And Conditions (Request For Bids / Proposals)

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

ments 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 which 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, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.



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

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

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

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

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

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

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

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

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled mate-

rials 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) 266-3590.

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

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





### Supplemental Standard Terms and Conditions for Procurements for Services

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

**6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

**7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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





## **9.0 REQUIRED FORMS**

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

Designation of Confidential and Proprietary Information (DOA-3027)  
Vendor Information (DOA-3477)  
Vendor Reference (DOA-3478)  
Cost Proposal Form



The attached material submitted in response to Bid/Proposal #H-041-08 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.

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:

- We request that the following pages not be released

[illegible]

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.

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

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



Commodity / Service \_\_\_\_\_

## VENDOR INFORMATION

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

FEIN \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

Address \_\_\_\_\_

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

5. CEO / President Name \_\_\_\_\_

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



**VENDOR REFERENCE**

FOR VENDOR: \_\_\_\_\_

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

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

Address (include Zip +  
4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address (include Zip +  
4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address (include Zip +  
4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# COST PROPOSAL FORM

Request for Proposal  
#H-041-08  
Wisconsin Department of Natural Resources  
Bureau of Cooperative Environmental Assistance  
  
Environmental Management System (EMS)  
Auditing Services  
for the Dairy Sector

A complete Vendor Cost Proposal will include a signed and completed version of this form along with any additional information and detailed cost breakdowns as necessary to allow a complete understanding of proposed costs as indicated and required per Section 6.1 of the RFP.

Vendor Name: \_\_\_\_\_

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

Maximum Cost for completing any single quarterly report (Deliverable 1a): \_\_\_\_\_

Maximum Total Cost for completing all quarterly reports: \_\_\_\_\_

Maximum Cost for completing final report (Deliverable 1b): \_\_\_\_\_

Maximum cost per completed audit: \_\_\_\_\_

(Amount shown must include all labor, overhead, travel & transportation. Vendor must provide an explanation on a separate sheet how the maximum cost shown relates to the expected time commitment necessary to complete an audit (as described in the proposed approach to the project), and the hourly rates for the audit staff.

Minimum number of audits that can be completed for a total contract cost of \$75,000:  
 (Number should consider costs of quarterly reports and final reports and maximum cost per completed audit.)

Minimum Number of Audits: \_\_\_\_\_

Hourly rates for each person assigned to the project, not to exceed \$69.66 (exclusive of overhead charges)(use additional sheets as necessary):

Team Member Name	Hourly Rate

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please print contact name:\_\_\_\_\_