

**State of Wisconsin
Request for Proposal #28351RP
Statewide Water Quality Trading Clearinghouse**



- This is a draft and not a formal bid or proposal.
- This Draft Request for Proposal (RFP) is issued solely for information and planning purposes and does not constitute a solicitation.
- Responses to the RFP will not be returned.
- Responses to this RFP are not an offer and cannot be accepted by the State to form a binding contract.

Direct all communications about this RFP to:

Rob Penfield, Senior Procurement Manager

Department of Administration

Email: robert.penfield@wisconsin.gov

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1. GENERAL INFORMATION

1.1 Introduction and Purpose

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for the establishment of a water quality trading clearinghouse as required by [s. 16.9685\(2\), Wis. Stats.](#)

[Wisconsin's 2020 ACT 151](#) was enacted on March 3, 2020 allowing for the buying and selling of water pollution credits through a central clearinghouse. Under the Act, DNR may authorize a permit holder to discharge a pollutant (e.g., phosphorous) above the levels authorized in a Wisconsin Pollutant Discharge Elimination System wastewater discharge permit if the permit holder purchases credits from a clearinghouse that has contracted with DOA to sell such credits (all credits must be certified by the DNR prior to sale). The use of credits must result in an improvement in water quality, the reduction in pollutant levels must involve the same pollutant (or the same water quality standard) and occur within the applicable hydrologic area of the discharge point, as determined by the DNR.

The State of Wisconsin (State) as represented by the Department of Administration (DOA) intends to use the results of this solicitation to award a contract for such services. **There are no funds available for the State to provide grant or other startup funds for this service to an awarded contractor.**

1.2 Scope and Objectives

- The State is seeking to procure clearinghouse operational services in Wisconsin for the purpose of facilitating a market for the exchange of water pollution credits. The clearinghouse must establish certain policies and procedures specified under 2020 Act 151. Policies and procedures must be consistent with WQT Guidance 2020 Final (See Appendix C – WQT Guidance 2020 Final)

The clearinghouse must seek to minimize transaction costs, maximize the performance of the pollution reduction activities, and reduce the overall amount of pollutants introduced into an applicable area.

The scope of this RFP includes the deliverables and services associated with 2020 ACT 151. These deliverables and services fall into these categories:

1.2.1. Credit Generation

Through this procurement the State looks to contract with a provider that will contract with third parties to generate credits by entering into agreements with those parties to reduce pollution.

1.2.2. Bank of Credits

Through this procurement the State looks to contract with a provider that will maintain a bank of credits and sell credits to any person once the credits have been certified by the DNR.

1.2.3. Centralized Registry

Through this procurement the State looks to contract with a provider that will establish and maintain centralized registry of credits generated and sold in this state.

1.2.4. Internet-Based Platform

Through this procurement the State looks to contract with a provider that will establish and maintain an Internet-based platform to facilitate the location of potential buyers, available credits, and other information that will facilitate credit transactions in this state.

1.3 Background and Current Operations

Water quality trading (WQT) is one of several compliance options that can be used by Wisconsin Pollutant Discharge Elimination System (WPDES) permit holders to demonstrate compliance with water quality-based effluent limits. Legislative action in 1997 created three pilot areas allowing water quality trading to occur. Additional legislative action occurred in 2011 to expand water quality trading throughout the state, and to provide the backbone of the water quality trading program currently available. See [s. 283.84, Wis.](#)

[Stats.](#), for more details on Wisconsin's regulatory framework for water quality trading. The Wisconsin Department of Natural Resources has issued approximately 35 permits that utilize water quality trading to comply with water quality-based effluent limits for total phosphorus or total suspended solids. This process generally involves permittees working with county land conservation offices, consultants, or directly with landowners to install management practices to generate pollutant reductions. Water quality trading plans are submitted to the Department of Natural Resources for review, public and EPA comment, and approval. Once approved, pollutant reductions are realized as credits and placed in the permit. The permit holder is required to submit ongoing documentation demonstrating that management practices are functioning as intended to demonstrate ongoing permit compliance. Guidance is available on the Department of Natural Resources website to assist participants in developing a successful water quality trading strategy. <https://dnr.wisconsin.gov/topic/Wastewater/WaterQualityTrading.html>

1.4 Procuring and Contracting Agency

This RFP is issued by the DOA, State Bureau of Procurement, which is the sole point of contact for the State during the RFP process. The person responsible for managing the procurement process is Rob Penfield, Senior Procurement Manager.

If a Contract resulting from this RFP is awarded, it shall be administered by the DOA.

1.5 Questions, Clarifications and/or Revisions to the Specifications and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Proposer shall at once notify Rob Penfield of such error and request modification or clarification of the RFP document in writing.

Questions shall be submitted via email to the Procurement Manager at robert.penfield@wisconsin.gov with the subject line "RFP# 28351RP Questions (*Proposer name*)" using Appendix D – Proposer Question Table.

Questions must be submitted on or before **2:00 p.m., CT, TBD, 2021.** (This date will be established during the formal RFP process not in this draft RFP.)

If it becomes necessary to give added clarifying data or information, or to revise any part of this RFP, supplements or revisions will be posted to the Wisconsin eSupplier Portal.

1.6 State of Wisconsin Point of Contact and Contact with State Employees

From the date of release of this RFP until contract execution, all contacts with State of Wisconsin personnel regarding this RFP shall be made through Rob Penfield, Senior Procurement Manager exclusively via email at robert.penfield@wisconsin.gov.

No phone calls, emails, or other correspondence to other State staff regarding this procurement are permitted during the procurement process. Violation of these conditions may be considered enough cause for automatic rejection of a Proposal. All oral communications are unofficial and non-binding on the State. Proposers shall rely only on written statements issued by the Procurement Manager.

1.7 News Releases

A Proposer may not issue news releases or make any statements to the news media about the subject of this RFP or any Proposals or Contracts resulting therefrom without the prior written approval of the State. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has expired.

1.8 Reasonable Accommodations

The State shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations, contact Rob Penfield at robert.penfield@wisconsin.gov.

1.9 Calendar of Events

Listed below are important dates and times by which actions related to this RFP shall be completed. If the State finds it necessary to change any of these dates and times, it shall do so by issuing a supplement to this RFP. **Note: Dates are estimates and will be specified during the formal Request for Proposal.**

DATE	EVENT
Day, Month Date, 2021	Date of Issue of the RFP
Date of issue +15 business days	Proposer deadline for submitting first round of Proposer questions
Date of issue +25 business days	First round of State responses to submitted clarification questions posted to the eSupplier website
Date of issue +35 business days	Proposer deadline for submitting follow up questions
Date of issue +40 business days	Final round of State responses to submitted clarification questions posted to the eSupplier website
Date of issue +65 business days	Responses due from Proposers

1.10 Contract Term

The Contract period shall be an initial term of five (5) years. The Procuring Agency and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional one (1) year period. The original term or any renewal period may be extended at the State’s request on a month-to-month basis for a period not to exceed six (6) months for the purpose of completing a future solicitation or transition to new Supplier(s). Contract conditions, terms and pricing shall not be modified during such a month-to-month extension. The Contract shall be effective on the date it is executed by the Procuring Agency.

1.11 Retention of Rights

The State retains the right to accept or reject any or all proposals if deemed to be in its best interests. All proposals become the property of the State upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal shall be the exclusive property of, and may be used by, the State at its option.

1.12 No Obligation to Contract

The State reserves the right to cancel this RFP for any reason prior to the issuance of an Intent to Award. The State does not guarantee the purchase any specific quantity or dollar amount. Proposals that stipulate that the State shall guarantee a specific quantity or dollar amount will be disqualified.

The State shall not guarantee any current or future transaction amount. The State cannot estimate the amount of work that shall be required as part of the Contract. The State makes no guarantee of a minimum or maximum dollar value for the Contract.

1.13 Wisconsin eSupplier Portal Registration

Only Proposers registered with the State of Wisconsin’s eSupplier Portal (the State’s electronic purchasing information system) will receive future official notice for this Service/Commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Proposers may use the same internet address for inclusion on the Proposers list for Goods and Services that the organization wants to sell to the State. A subscription 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 in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without

internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Proposers also may receive email notices of these simplified bid opportunities. Proposers may also visit Vendor Net on the internet at <https://VendorNet.wi.gov> to get information on State purchasing practices and policies, Goods and Services that the State buys, and tips on selling to the State.

1.14 Definitions

For the purposes of this RFP and resulting Contract, words and terms shall be given their ordinary and usual meanings.

TERM	DEFINITION
Agency or State Agency	The Wisconsin Department of Administration or any other agency of the State of Wisconsin, as defined by s. 16.70(1e), Wis. Stats.
Best Management Practices or Practices	Structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state, as defined by s. NR 151.002 (4), Wis. Adm. Code.
Commercially Reasonable	Fair, done in good faith, and corresponding to commonly accepted commercial practices. A determination of commercially reasonable status requires documentation of performance or failure to perform as expected.
Compliance Schedule	A written schedule that contains a sequence of enforceable actions or operations leading to compliance with a water quality-based effluent limit as soon as possible but no later than the applicable statutory deadline.
Confidential Information	All tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the State’s employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the State. Confidential information includes all information that is restricted or prohibited from disclosure by state or federal law.
Contract	The final version of any contractually binding agreement between DOA and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments, and other documents attached thereto or incorporated therein by reference.
Contract Term	The initial term of the Contract and any renewals and/or extensions.
Contracted Personnel	Contractor’s employees or other personnel (including officers, agents, and Subcontractors) provided by the Contractor to perform work related to the Contract.
Contractor	A Proposer awarded a Contract. The terms Contractor and Proposer may be used interchangeably in this RFP.
Credit	See Pollutant Reduction Credit
Credit Generator	The person generating pollutant reduction credits. This can either be a permittee that agrees to reduce their discharge of the traded pollutant below levels otherwise authorized by their WPDES discharge permit, or a person who is not required to obtain a WPDES discharge permit but wishes to reduce their loadings of the traded pollutant.
Credit Threshold	The pollutant loading level below which reductions must be made to generate pollutant reduction credits.

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TERM	DEFINITION
Credit User	A permittee who wishes to use pollutant reduction credits to allow a discharge.
Deliverable	All project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder or identified as a Deliverable in an applicable Statement of Work of other contract documents.
DOA	The Department of Administration, State of Wisconsin
Division	A sub-unit of a state agency and is an organizational unit internal to a state agency.
DNR	Wisconsin Department of Natural Resources.
DOA	The Department of Administration, State of Wisconsin
DVB	A state-certified Disabled Veteran-Owned Business
Effective Date	The date the contract has been fully executed by the Contractor and the State.
expect / expected	A State requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However, the lack of one or more expected requirements will reduce a solutions technical score
Facility	A publicly owned treatment works, wastewater treatment facility, or industrial facility that discharges pollutants to waters of the state.
Key Personnel	Contracted personnel who play leading and critical roles in provided Services during the contract term.
Mandatory	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the State of Wisconsin.
may	Indicates something that is not mandatory but is permissible
MBE	A state-certified Minority Business Enterprise
Modeling Assumptions	The inherent numeric relationships within a nonpoint source model that reflect real-world relationships between input variables.
Municipality	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 per s. 16.70(8) Wis. Stats. and Federally recognized Indian tribes or bands per s. 66.0301(1) and (2) Wis. Stats.
Nonpoint Source	A land management activity which contributes to runoff, seepage or percolation which adversely affects or threatens the quality of waters of this state and which is not a point source as defined under s. 283.01(12) Wis. Stats. as defined in s. 281.65(2)(b), Wis. Stats.
Nonpoint Source Pollution Model or Model	A numeric representation of real-world conditions that allows quantification of nonpoint source pollution based on input variables. Various nonpoint source pollution models have been approved by DNR for use in water quality trading projects.
Parties	The State and the Contractor, collectively

TERM	DEFINITION
Party	Either the State or the Contractor, individually
Personally, Identifiable Information	An individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.
Point Source	(a) A discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft from which pollutants may be discharged either into the waters of the state or into a publicly owned treatment works except for a conveyance that conveys only storm water. This term does not include agricultural storm water discharges and return flows from irrigated agriculture. (b) A discernible, confined, and discrete conveyance of storm water for which a permit is required under s. 283.33(1) Wis. Stats.. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.
Pollutant Reduction Credit or Credit	The amount (mass) of a given pollutant over a specified period that is available to the credit user in a trade. The pollutant reduction credit equals the pollutant load reduction divided by the trade ratio.
Proposal	The complete response to this RFP submitted on the approved forms, in the required manner and setting forth the Proposer's prices for providing the products and services described in the RFP.
Proposer	The entity submitting a Proposal in response to this RFP, may be used interchangeably with Vendor
Public Information	Information that (i) is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and (ii) the governmental body owns or to which it has a right of access.
Reserve Credit Pool	A subset of credits that have been generated but not used, and are available to maintain compliance in the event of unforeseen circumstances.
Response	A Vendor's response to this RFP, also referred to as a Proposal.
RFP	This Request for Proposal
Risk Management Mechanism	A provision of the transaction or agreement utilized to minimize potential risks and the negative impact to the parties involved, including the clearinghouse, credit user, and/or the credit generator.
SBOP	The Department of Administration, State Bureau of Procurement
Services	All actions, recommendations, plans, research, customizations, modifications, documentation, maintenance, and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under the Contract.
SOW	Statement of Work

TERM	DEFINITION
State	The State of Wisconsin
Subcontract	Any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service requested for the performance of the Contract.
Subcontractor	A party to a Subcontract. For example, an entity that subcontracts with the Contractor to provide inspection services for management practices installed to generate credits or other verification services required under the Contract.
Supplier	The incumbent WISCOM vendor
Total Maximum Daily Load (TMDL)	A calculation that determines the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards for that particular pollutant.
Trade Ratio	A numeric factor that accounts for various differences between the pollution discharged and the pollution reduction which offsets the discharge in a trade.
Transaction	An exchange or interaction which results in the transfer of credits between either the clearinghouse and the credit generator or between the clearinghouse and credit user.
Vendor	The entity that is responding to this RFP, may be used interchangeably with Proposer
Wasteload Allocation	The amount of allowable pollutant load assigned to point sources (e.g. municipal, industrial, CAFOs, MS4 stormwater) in a TMDL.
Water quality-based effluent limitation	An effluent limitation or limitations determined by using applicable water quality criteria (e.g., aquatic life, human health, wildlife, translation of narrative criteria) for a specific point source to a specific receiving water for a given pollutant or based on the facility's wasteload allocation from a TMDL.

2. PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a Proposer and the terms of the Contract shall be based on the information in the submitted Proposals and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a Proposal.

Elaborate Proposals (e.g. expensive artwork, marketing materials) beyond those sufficient to present a complete and effective Proposal are not necessary or desired.

Only information that can be identified as a trade secret, proprietary, and confidential on required form DOA-3832 will be treated as such. **Proposers shall not label or identify their entire Proposal as confidential.**

2.2 Incurring Cost

The State shall not be responsible for any costs incurred by a Proposer in the process of responding to this RFP.

2.3 Submitting a Proposal

Proposers have two (2) options in responding to this RFP. The Proposer can submit an electronic proposal using the State of Wisconsin's e-Supplier Portal, or they can submit a hard copy response of all required materials for acceptance of their proposal (noted below). **Electronic submission via the eSupplier Portal is strongly preferred.**

Regardless of submittal method, the due date and time is the same. All Proposals shall be received by no later than **2:00:00 p.m. CT. on Day, Month Date, 2021.** (This date to be published during the formal RFP process and not this Draft RFP.)

General and Technical proposal submissions must be in Microsoft Word or Adobe PDF format. Cost proposal submissions must be submitted in the posted Microsoft Excel spreadsheet and the budget narrative must be submitted in Microsoft Word or Adobe PDF format.

2.3.1. Electronic Bid Submittal (Strongly Preferred)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that you will be prompted with online to guide your electronic response to the RFP. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the Bid document.

Please note, **Proposers must click “Submit” in the Wisconsin eSupplier Portal to have their Proposal received and reviewed by DOA.** Only clicking “Save” does not submit the Proposal response, therefore, it won’t be received or reviewed.

2.3.2. Hard Copy Proposal Submittal

Proposers still have the option to mail or otherwise provide a hard copy Proposal when responding to this RFP. If your company elects to do so (instead of the **strongly preferred** electronic Proposal option described above), submittal shall include an original and five (5) copies of its response for a total of six (6) hard copies and one electronic version compatible with the Microsoft Office standard desktop tools, on a CD of all materials.

Hard copy responses shall be sent to:

USPS ADDRESS

Rob Penfield, Procurement Manager
State Bureau of Procurement
Wisconsin Department of Administration
PO Box 7867
Madison, Wisconsin 53707-7867

COMMON CARRIER ADDRESS

Rob Penfield, Procurement Manager
State Bureau of Procurement
Wisconsin Department of Administration
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703-3405

All hard copy Proposals shall be date and time-stamped in by the State Bureau of Procurement (SBOP) on or prior to the stated deadline.

Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the SBOP.

Proposals shall be packaged, sealed, and show the following information on the outside of the package:

- Proposer’s (Company) Name and Address
- Statewide Water Quality Trading Clearinghouse RFP# 28351RP
- Rob Penfield, Procurement Manager
- Proposal Due Date and Time

Receipt of a Proposal by the State mail system does not constitute a receipt of a Proposal by the SBOP. For example, a Proposal that has been delivered to the building but has not been date and time-stamped by the SBOP by the date and time cannot be accepted by the SBOP.

2.4 Cost Proposal Submission

If submitting a hard copy response, Proposers shall submit an original (clearly marked as such) plus two (2) hard copies (total of 3) and one (1) electronic version submitted in the posted Microsoft Excel spreadsheet, on a USB flash drive. PDF documents are not permitted for the Cost Proposal.

The Cost Proposal shall be sealed and submitted as a separate part of the Proposal. The outside of the envelope must be clearly labeled on the outside of the package as follows:

- Proposer's (Company) Name and Address
- COST PROPOSAL Statewide Water Quality Trading Clearinghouse RFP# 28351RPRob Penfield, Procurement Manager
- Proposal Due Date and Time

The Cost Proposal is due to the addressee on the same date and time previously mentioned. **Proposals that arrive unpacked or unsealed shall not be accepted.**

2.4.1. Hand Delivered Proposals

The Department of Administration has established building security policies and procedures at the 101 East Wilson Street address in Madison. There is a security checkpoint in the first-floor lobby. All visitors are required to provide current identification and sign in for a visitor's pass. Security personnel will call the intended state employee prior to the visitor being allowed to proceed to their destination in the DOA building.

This policy will affect the timing for hand-deliveries of bids, proposals, and other time-sensitive packages. However, properly credentialed package delivery couriers (e.g. UPS, FedEx, etc.) will be allowed to proceed without obtaining a pass. If you intend to hand-deliver your bid or proposal, please plan additional time to account for the security process to be completed. Packages cannot be date/time stamped at the security desk on the lobby level and security personnel will not sign for deliveries; the package must be date/time stamped by the office identified in the bid/proposal. The bid due date and time will not be adjusted to accommodate tardiness, nor will any exceptions to the due date and time be made. The State is not responsible for deliveries that do not reach their destination by the required due date and time.

ATTENTION:

Please be advised that due to COVID-19 virus many of the State office buildings have little or no staff on premises. As a result, there may or may not be staff on-site to accept hand delivered bids. It is strongly suggested that you submit your bid electronically via the eSupplier Portal. If you are unable to submit your bid electronically, please email Penny Lawler at Penny.Lawler@wisconsin.gov prior to the bid due date to make arrangements for your bid submission. A bid box has been placed outside of 101 E. Wilson S. for the hard copy submission of responses. Bids will be collected from the box at 1:00pm Tuesday, Wednesday, and Thursday. The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time. Hard copy Bids shall still be allowed in response to the RFB. However, the State has no liability for errors made in inputting any information into the eSupplier Portal submitted as a hard copy Bid response.

2.5 Proposal Organization and Format

A Proposer responding to this RFP must comply with the following format requirements. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the following order and by the numbers assigned in the RFP with the following headings and subheadings. Each heading and subheading shall be separated by clearly marked and labeled tabs.

Unless directed to do so, Proposer shall not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram, or schematic included in another section within the RFP.

If submitting a hard copy response, it shall be typed and submitted on 8.5x11-inch paper bound securely. Font size may be no smaller than 11-point. The Proposal cover page must include, at a minimum, the RFP name and number, and the Proposer's name. The Proposal shall be organized and presented in the order and by the numbers assigned in the RFP with the following headings and subheadings. Each heading and subheading shall be separated by clearly marked and labeled tabs.

- ❑ **Table of Contents:** Provide a table of contents for the Proposal submitted.
- ❑ **Bidder Response Form:** Include the completed and signed Bidder Response Form (DOA-3832) and any other forms required in the RFP.
- ❑ **Transmittal Letter:** The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. The transmittal letter shall state in boldface type:

(Proposer's Name) hereby represents and warrants it has analyzed the State's RFP, understands the State's requirements and agrees to be bound by the terms and conditions of the Proposal for 180 days after the submission deadline, or longer if the Proposal is included in a Contract with the State.

Furthermore, (Proposer's Name) is an expert in the types of services, functions, and tasks proposed in the RFP and understands that the State shall rely on this expertise.

Additionally, (Proposer's Name) shall make representations outside of its formal Proposal document in discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions. (Proposer's Name) hereby warrants that the State can rely on these as inducements into any subsequent Contract and be made a part thereof.

Via the transmittal letter, the Proposer shall also:

1. Indicate that it understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer believes is susceptible to more than one interpretation.
 2. Include a statement that its organization or an agent of the Proposer's organization has arrived at the prices and discounts without consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
 3. Include a statement that it has not paid, and shall not pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. The Proposer shall further warrant that no officer or employee of the State has any direct or indirect financial or personally beneficial interest in the subject matter of the awarded Contract, and no obligation or contract for future award of compensation has been proposed as an inducement or consideration for making the award Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Contracts.
 4. If applicable, include statements indicating that you claim either Wisconsin-certified Minority Business Enterprise or Disabled Veteran-owned Business preference s. 6.75(3)(m) Wis. Stats..
 5. Include a statement that no attempt has been made or shall be made by the Proposer or by any agent of the Proposer to induce any other person or firm to submit or not submit a Proposal for restricting competition.
 6. Include a statement acknowledging the Proposal conforms to all requirements of the State including procurement rules and procedures articulated in this RFP; and
 7. Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect.
- ❑ **General Requirements. (Executive Summary):** Provide a point-by-point response to each requirement specified in Section 4 – General Requirements.
 - ❑ **Proposal Mandatory Requirements:** Using Attachment 5, provide the information and documentation specified in Section 5 of this RFP.
 - ❑ **Contract Terms and Conditions:** Review and respond to the Contract the State expects to execute with the awarded Proposer provided as Appendix E – Sample Contract, DOA-3054 – Standard Terms and Conditions and DOA-3681 – Supplemental Standard Terms and Conditions. Proposers

may NOT submit their own agreement as a substitute for responding to Attachment 6. Contractor agrees that no other contractual terms beyond those negotiated with the State of Wisconsin under the original master Contract are required.

UNDER SEPARATE COVER – COST PROPOSAL

Provide all cost information in Attachment 4 – Response to Bid Price Sheet according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP.

2.6 Multiple Proposals

Multiple Proposals from a Proposer 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.

3. EVALUATION AND CONTRACT AWARD

3.1 Preliminary Evaluation

All Proposals will be reviewed initially to determine if Proposal submission requirements are met (see Section 2 - Preparing and Submitting a Proposal). Failure to meet a proposal submission requirement may result in the rejection of the Proposal.

3.2 Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the State's judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring all Proposals. SMEs may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring ad hoc group that serves only as technical advisors to the evaluation committee.

3.3 Proposal Scoring

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results to clarify and substantiate information in written Proposals and will be considered when scoring the responses to the general and technical requirements in the RFP.

In the event that no Proposer meets a specified requirement, the State reserves the right to eliminate that individual mandatory requirement and/or continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in this RFP.

The State reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposal.

3.3.1. MBE / DVB Proposals

Proposals from certified Minority Business Enterprises (MBE) or Disabled Veteran-owned Businesses (DVB) may have points weighted by a factor of 1.00 or 1.05 to provide up to a five percent (5%) preference to these businesses (s. 16.75(3)(m), Wis. Stats. 2001-02).

3.3.2. Evaluation Criteria

Proposals will be scored and graded in the following areas.

Evaluation Categories	Section/Source	Points	Weight (%)
1. General Requirements	Section 4	200	20%
2. Contractor Implementation	Section 6	650	65%
3. Cost Proposal	Section 7	150	15%
Total Available Points		1,000	100%

The points stated above are the maximum amount awarded for each category. Evaluation guidelines have been established for each of these sections.

The lowest cost proposal will receive the maximum number of points available for the cost category. Other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal.

3.4 Proposer Presentations

Top scoring Proposer(s) based on an evaluation of the written proposal may be required to participate in presentation/interviews and/or site visits to support and clarify their proposals if requested by the State. Proposer representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the Proposal and its components. The State will furnish specific details concerning the presentations and any required materials at the time it notifies Proposers of the presentation schedule. The State will make every reasonable attempt to schedule each presentation at a time agreeable to the proposer. The location of presentations shall be determined as needed. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposal.

3.5 Right to Reject Proposals

Issuance of this RFP in no way constitutes a commitment by the State to award a Contract. The State may reject any Proposal if it is considered incomplete, conditional, contains irregularities, or does not meet requirements.

Failure to furnish all information or to follow the Proposal format requested in this RFP may cause rejection of the Proposal. The State may waive any nonmaterial deviation in a Proposal. The State's waiver of nonmaterial deviation shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the Contract requirements if the Proposer is awarded the Contract.

In the event that all Proposers 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 that in the State's judgment most closely meets the Requirements detailed in this RFP.

Proposals should be submitted with the most favorable terms and pricing the Proposer can offer. However, the State reserves the right to request a best and final offer prior to issuing a letter of intent to award.

If at any time prior to the signing of a written agreement, the State determines that the Proposer does not possess adequate financial ability or organizational stability to carry out the obligations of the Contract, that Proposer may be disqualified from further consideration. The State reserves the right to request additional information from third parties.

The State may negotiate the terms of the Contract, including the award amount, with the selected Proposer(s) prior to entering into a contract.

3.6 Award and Final Offers

The State shall compile the final scores for each Proposal. The Intent to Award shall be determined in one of two ways. The Intent to Award may be granted to the highest scoring responsive and responsible Proposer.

Alternatively, the highest scoring Proposer(s) may be requested to submit best and final Proposals. If best and final Proposals are requested by the State and submitted by Proposer(s), they shall be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The Intent to Award then shall be granted to the highest scoring Proposer following best and final Proposals. However, Proposers shall not expect that the State will request a best and final Proposal.

3.7 Withdrawal of Proposals

The Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration of 180 days after the due date and time if received by the Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Procurement 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.

3.8 Contract Negotiations

The State may negotiate the terms of the Contract with the highest scoring Proposer(s) prior to entering into a Contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer(s), the State may negotiate a Contract with the next highest scoring Proposer or elect not to proceed with any award.

3.9 Contract Negotiations Impasse

If a Contract between the State and the successful Proposer cannot be executed by both parties within 120 days after the notice of intent to award the Contract (or the conclusion of an appeal of the award under Ch. ADMIN 10, Wis. Adm. Code, whichever is later), the State reserves the right to unilaterally reject the Proposer's Proposal and proceed to award the Contract to the next highest scoring Proposer.

3.10 Notification of Intent to Award

Any Proposer who responds with a Proposal shall be notified in writing of the State's intent to award the contract(s) resulting from this RFP.

After the Intent to Award is issued, copies of all Proposals shall be available for public inspection upon request and by appointment from 8:00 a.m. to 4:00 p.m. CT at 101 E. Wilson St., Madison, Wisconsin, under the supervision of DOA/SBOP staff. Proposers shall schedule a specific appointment with Rob Penfield via email (robert.penfield@wisconsin.gov) to ensure that space is available for the review.

3.11 Appeals Process

The appeals procedure applies to only those requests for bids or proposals for services that are greater than \$50,000. 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 the following individual:

USPS ADDRESS

Cheryl Edgington, Director
Wisconsin Department of Administration
State Bureau of Procurement
PO Box 7867
Madison WI 53707-7867

COMMON CARRIER ADDRESS

Cheryl Edgington, Director
Wisconsin Department of Administration
State Bureau of Procurement
101 East Wilson St. 6th Floor
Madison, Wisconsin 53703-3405

and received in her office no later than five (5) working days after the Notice(s) 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(s) of Intent to Award are 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, and provided the appeal alleges a violation of a statute or a provision of the Wisconsin Administrative Code.

An appeal of a Denial of a Protest must allege a violation of a statute or provision of Chapter 16 of the Wisconsin Statutes, and must be made in writing and mailed or hand-delivered to the Secretary of the Department of Administration at the following address within five (5) working days of the issuance of the denial:

USPS ADDRESS

Joel Brennan, Secretary
Wisconsin Department of Administration
Office of the Secretary
P.O. 7864
Madison, Wisconsin 53707-7864

COMMON CARRIER ADDRESS

Joel Brennan, Secretary
Wisconsin Department of Administration
Office of the Secretary
101 East Wilson Street, 10th Floor
Madison, Wisconsin 53703-3405

3.12 Data Ownership

The State of Wisconsin shall define ownership rights to data/records produced as part of the Contract under the data sharing agreement required per s. 16.9685(3)(h), Wis. Stats. If the Proposer anticipates bringing pre-existing intellectual property into the project, the intellectual property shall be identified in its Proposal. If the Proposer identifies such intellectual property ("Background IP") in its Proposal, then the Background IP owned by the Proposer on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Proposer.

3.13 Rights to Electronic Information

The State owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of the Contract. The Contractor shall deliver sufficient technical documentation with all data deliverables to permit the State to use the data.

3.14 Rights to Data

The State is the owner of all data made available by the State to the Contractor, its agents, contractor Subcontractors, or representatives under the Contract. The Contractor shall not use the State's data for any purpose other than providing the Services, nor shall any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a need-to-know basis, shall have access to the State's data. The Contractor shall not possess any lien or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use Personally Identifiable Information as necessary to provide the Services and must disclose the information only to its employees who have a strict need to know the information. The Contractor must comply at all times with all laws and regulations applicable to Personally Identifiable Information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose.

Upon termination of a Contract, Contractor must provide all state data, if any, to the State in a format requested by the State in the timeframe requested by the State.

3.15 Legal Proceedings

For the last (5) five years Proposer shall disclose: (1) any criminal litigation, investigations or proceedings involving the Proposer or any Subcontractor, or any officers or directors of the Proposer or Subcontractor; and (2) any litigation, investigations or proceedings under the Sarbanes-Oxley Act involving the Proposer or any Subcontractor; and (3) any civil litigation, arbitration or proceeding to which Proposer or any Subcontractor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Proposer or any Subcontractor; or (ii) a claim or written allegation of fraud or dishonesty against Proposer or any Subcontractor by a governmental or public entity arising out of their business dealings with the governmental or public entity; or (iii) any other claim or action that could otherwise jeopardize the Proposer's or its Subcontractor's ability to honor its contractual commitments to the State. Any litigation, investigation, allegation, arbitration, or other proceeding must be disclosed and described in a written statement in Proposer's response. The description shall include, but not be limited to the caption, case number, jurisdiction, and a brief summary of the dispute and resolution. Details of settlements which are prevented from disclosure by the terms of the settlement may be withheld. If the Proposer is a subsidiary, the above-required information shall also be disclosed for all parent companies.

3.16 Contract Termination History

The Proposer shall indicate if it had a contract terminated for cause in the last five (5) years and, if so, describe such incident(s).

Submit full details of the terms for termination for cause including the other party's name, address, and phone number. Proposer shall present its position on the matter. The State will review the facts and may, at its sole discretion, reject the Proposal on the grounds of the experience.

3.17 Bankruptcy

The Proposer shall indicate if it or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last five (5) years, they must indicate so and summarize in a separate attachment all relevant details of the bankruptcy.

3.18 Insurance Coverage

Proposers shall agree to provide the minimum levels of insurance coverage as indicated below. Note: No payments will be made from State to Vendor. The awarded Proposer shall provide all required certificate documentation before the Contract is signed, and not less than twenty (20) days before the insurance expiration date every year thereafter.

The insurance provided must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

All insurance coverage provided relative to this Contract shall be PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater. The minimum coverages and limits are subject to modification, if in the best interest of the State, as determined by the State, in the final Contract document to reflect the final negotiated services of the Contractor.

The insurers selected by the Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance below.

3.18.1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$2,000,000 Each Occurrence Limit

Commercial General Liability policy shall be endorsed using ISO forms CG 2010 and CG 2037 (or equivalent) with respect to additional insured, including completed operations.

The Contractor must list the State of Wisconsin, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3.18.2. Auto Liability Insurance

If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3.18.3. Workers' Compensation Coverage

Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

Employer's Liability Insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

3.18.4. Employee Fidelity/Commercial Crime

The State requires Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its

Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000).

3.18.5. Excess/Umbrella Liability

The State requires Umbrella or Excess Liability Insurance in a minimum amount of five million dollars (\$5,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) and Subsection 2 (Auto liability) above.

3.18.6. Information Security/Cyber Liability Insurance

The State requires Information Security/Cyber Liability coverage with the following minimums: two million dollars (\$1,000,000.00) each occurrence and two million dollars (\$1,000,000.00) annual aggregate.

Professional Liability/Privacy Liability Insurance shall cover all acts, errors, omissions, negligence and network risks including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense in the performance of service for the State of Wisconsin, Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three (3) years thereafter for services completed during the term of the agreement.

Professional Liability (Errors and Omissions) \$2,000,000

3.19 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this section. Subcontractor(s) must fully comply with the insurance coverage required in this section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

3.20 Certificates of Insurance and Other Requirements

As previously indicated, before the Contract is signed, and not less than twenty (20) days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Wisconsin.

The Certificate must be on the standard "accord" form or equivalent. The Contract Number or the Purchase Order Number must be shown on the Certificate of Insurance to Assure Correct Filing. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without thirty (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the State. The Contractor is responsible to provide this notice upon receipt and must include the Contract or Purchase Order number affected.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least thirty (30) days written notice, pay the premium

or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

4. MANDATORY REQUIREMENTS FOR SERVICES AND PROCESSES (NOT SCORED)

The following requirements are **Mandatory**, and the Proposer shall satisfy them by responding to this section using Attachment 5 Response to Mandatory Requirements and providing any required documentation as indicated.

The purpose of this section is to provide the State with an understanding of the Proposer's planning and design strategy and how it will specifically apply that strategy to the State's Clearinghouse. In providing responses to Attachment 5, Proposers ensure the proposal satisfies all the requirements and the processes implemented to meet the needs of the clearinghouse.

Failure of a Proposer to meet the mandatory requirements as defined in this section shall result in rejection of the Proposal. In the event there is an individual mandatory requirement that no Proposer is able to meet, the State reserves the right to eliminate that individual mandatory requirement; in such case, the State shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP.

4.1 Mandatory Requirements Reporting

The contractor will be required to submit monthly reports to the Department of Natural Resources. The Contractor shall use commercially reasonable efforts to provide such reports in a digital format, however the specific report format(s) and data elements to be reported on will be confirmed at time of contract negotiation. The report will require, at a minimum, two components – the Monthly Transaction Report and Monthly Inspection Report. See below component descriptions for more information.

Monthly reports will be due on the 21st day of each month and cover the prior calendar month. For example, a report submitted on February 21st would cover January activities.

Failure to submit reports by the deadline may result in termination of the contract.

Reports must be submitted directly by the Contractor and shall include all required information.

4.1.1. Monthly Transaction Report

The contractor must furnish a list of all water quality trading agreements that were executed during the prior calendar month. Two types of agreements shall be reported on:

Agreements under s. 283.84(1)(f), Wis. Stats. between credit users (current or prospective) and the clearinghouse.

Agreements under s. 16.9685(3)(a), Wis. Stats. between credit generators and the clearinghouse.

The report must contain, at a minimum, the following information:

- Contract tracking number.
- Name of landowner/facility/person/entity
- Contract date
- Agreement type
- Duration of the agreement
- Price-per-credit paid or sold.
- Extended Total Price for Project(s)
- For s. 283.84(1)(f), Wis. Stats. contracts, the expected date of first credit use for compliance
- For s. 16.9685(3)(a), Wis. Stats. contracts, the expected submittal date of credit

verification package.

4.1.2. Monthly Practice Inspection Report and Certification

The contractor must inspect, or facilitate the inspection of, practices that are generating credits for compliance with permit requirements. Not all practices are required to be inspected on a monthly basis. Inspection interval will be practice-specific and defined within credit verification information submitted to DNR pursuant to s. 16.9685(3)(g), Wis. Stats.

As a means to implement practice inspection requirements conveyed in credit verification documents, the contractor may define a revolving inspection schedule for all established practices, and report monthly on the schedule. The minimum inspection frequency for a practice is once annually, however more frequent inspections may be required. All inspection results carried out in the prior calendar month are due the following month on the 21st.

The report must contain, at a minimum, the following information:

- A complete list of all practices currently installed in accordance with s.16.9685(3)(a), Wis. Stats.
- The number of credits verified for each practice.
- The number of credits debited from each practice.
- The scheduled date of inspection for each practice
- For each practice with a scheduled date of inspection occurring within the reporting month:
 - A narrative description of inspection activities and results
 - Photographic documentation of the practice
 - Evaluation of compliance with any performance standards or other metrics conveyed within credit verification materials.
 - Any corrective measures prescribed for practices near failure.
 - Alternative source of credits, if any, debited to cover failed practices

4.1.3. Reporting of Noncompliance

Additional reporting may be required if projects are not implemented as planned, or if projects fail after implementation. These instances are expected to be reported upon in real time, not subject to the monthly reporting schedule. Real-time reporting requirements will include:

- The contractor shall notify DNR by telephone within 24 hours or next business day of becoming aware that pollutant reduction credits used or debited for use by a permittee are not being implemented or generated as defined in the credit verification. A written notification shall be submitted to the Department within 5 days regarding the status of the permittee's pollutant reduction credits.

4.2 Mandatory Requirement Credit Amendments

The contractor shall provide WDNR written notice within 7 days of the agreement upon which verified credits are based being amended, modified, or revoked. This notification shall include the details of any amendment or modification in addition to the justification for the changes.

4.3 Mandatory Requirements Services Performed In the United States

Proposer must agree to provide all deliverables Services performed within the U.S. Pursuant to s. 16.705(12), Wis. Stats, services must be performed in the United States. The inability to perform all services in the United States shall be grounds for disqualification of the submitted Proposal. Countries party to the World Trade Agreement may not be subject to this requirement.

5. GENERAL REQUIREMENTS (200 POINTS)

5.1 Company History and Background

The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake an engagement of this size and scope.

Proposers shall demonstrate they can perform the work required by this RFP by providing a Company Background and History Summary (hereinafter "Summary") demonstrating its organizational and technical fitness to implement and maintain this statewide project. The Summary will be reviewed to determine the State's confidence level in the Proposal's viability to address the following criteria and ensure the Proposal is minimally qualified to be evaluated and scored by the evaluation committee.

- Proposer's Summary shall address a minimum of the following:
- Legal form of business organization
- State of Incorporation including all parent & subsidiaries relationships.
- Company history
- List of all Subcontractor Companies with detail of their roll for use in submitting services for this RFP.
- Dunn & Bradstreet Identification number
- Number of Employees and details of roles\capabilities within the company.
- Experience in creating and implementing correction plans.
- Reporting tracing and data sharing
- Web presence

5.2 Proposer References

In a separate section submit the information requested below for a minimum of three (3) different references for organizations with whom your company has provided similar services over the last five (5) years. For purpose of this RFP, "similar services" shall include experience designing and implementing nonpoint source pollution control projects, meeting nutrient-related compliance objectives for wastewater permit holders, or contracting with landowners for ecological improvement projects.

Included shall be the following details:

- The project/contract name/telephone number/ email address
- Description of services
- Overall design/construction cost of project, including initial contract value and change orders including reasons for change orders.
- Organizational structure of service delivery under the contract
- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract.
- Schedule history
- Continuing (on-going) services and associated costs of continuing services identified
- Reporting of project cost detail.

The State will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the evaluation committee for this RFP and will be used when scoring the written proposal.

5.3 Relationships with Subcontractor Partners

If Subcontractors are to be used by the Contractor in the performance of its work, these each must be identified in the Proposer's submittal, including whether there are any prior arrangements or experience working with the subcontractor(s). A subcontractor organizational chart, description of services to be

supplied by and disclosure of three (3) project references for each are to be provided. If applicable, Proposals shall identify which project(s) the subcontractor has worked on with the Proposer in the past.

Proposer shall describe and provide examples of previous work done in conjunction with proposed Subcontractor partner(s) as part of their proposals to include the following:

- Design document
- Project Management Plan
- Implementation Plan

The State reserves the right to review agreements with Subcontractors. The State shall not have a contractual relationship with the Subcontractors for any services provided under this Contract (existing contracts between the State and any potential Subcontractor do not apply). Proposed Subcontractors may be required to participate in the oral presentations and/or demonstrations.

6. CONTRACTOR IMPLEMENTATION (650 POINTS)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake engagement of various size and scope.

Unless requested to do so, Proposer shall not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply will be considered unresponsive.

6.1 Soliciting Business Interest

The entity contracted as Wisconsin's Water Quality Trading Clearinghouse must facilitate a financially stable market for buying and selling water pollution reduction credits. To accomplish this, the clearinghouse will interface with a wide variety of pollution credit buyers and sellers. Understanding and fulfilling the needs of these parties will be paramount to the success of the clearinghouse. The questions in this section are intended to capture the need for productive business relationships, industry-specific expertise, and strategies that will facilitate a long-term stable market.

- 6.1.1. Describe your proposed process for establishing contracts with credit buyers under s. 283.84(1)(f), Wis. Stats. including how you will identify credit needs for wastewater dischargers while accounting for compliance schedules or other facility planning considerations. Include any experience contracting with municipal or industrial entities.
- 6.1.2. Describe your experience working with facilities to meet compliance requirements of The Wisconsin Pollution Discharge Elimination System (WPDES) or National Pollution Discharge Elimination System (NPDES). Include your experience with water quality-based effluent limits and alternative compliance mechanisms.
- 6.1.3. Describe your organization's experience working in an agricultural setting, including establishing relationships with producers and meeting the needs of on-farm processes with regards to productivity, profitability, and resiliency.
- 6.1.4. Identify what revenue sources will be utilized to fund installation of practices and clearinghouse operations during the first year of the contract?
- 6.1.5. Provide an outreach or marketing plan that will be employed as well as the expected timeframe needed to establish an effective statewide clearinghouse in which over 50% of possible credit buyers have credits certified for sale in their applicable hydrologic area?
- 6.1.6. Describe your organization's experience related to the design, establishment and maintenance

of agricultural nonpoint source pollution management practices.

- 6.1.7. Describe your organization's experience related to the design, establishment and maintenance of stormwater and urban nonpoint source pollution management practices.
- 6.1.8. Describe your organization's experience with wastewater treatment technology and the facility planning process.
- 6.1.9. Describe your organization's experience with information technology and web-based data sharing systems. Include any specific experience related to water quality trading or clearinghouse framework.
- 6.1.10. Describe your organization's relationships with agricultural entities. Include any Wisconsin-specific relationships that your organization has established.
- 6.1.11. Describe your organization's experience with ecological restoration projects.
- 6.1.12. Provide a long-term strategic plan that maximizes the viability of the clearinghouse.

6.2 Establishing Contracts for Parties

All water quality trades that generate credits for WPDES permittees are required to be supported by a binding, written agreement pursuant to s. 283.84(1), Wis. Stats. A well-crafted agreement will ensure that deliverables for all parties are clearly defined, and that remedies are available if a party defaults on an agreement. 2020 ACT 151 created s. 16.9685(3)(a), Wis. Stats., under which the clearinghouse produces credits by entering into contracts with other parties to undertake water pollution reduction activities. This section focuses on the manner in which contracts are expected to be established.

- 6.2.1. Describe your proposed process of contracting with credit generators under s. 16.9685(3)(a), Wis. Stats. Outline the specific roles and responsibilities that will be used in establishing contacts with credit generators.
- 6.2.2. Describe the agreement structure that will be employed when entering into contracts with other parties to undertake water pollution reduction activities pursuant to s. 16.9685(3)(a), Wis. Stats. Provide a description of how responsible parties and their respective duties will be defined in the contract including any provisions or remedies for failure to generate credits.
- 6.2.3. With regards to the s. 16.9685(3)(a), Wis. Stats. contracting process, describe how the process will be commercially reasonable and minimize transactional costs including both direct and overhead costs.

6.3 Contractual Items – Risk Management

A contract may contain multiple elements that increase transactional certainty for both the credit generator and credit user. S. 16.9685(2)(b), Wis. Stats. requires the clearinghouse to define a policy that requires one or more risk management mechanisms. These mechanisms are likely to be implemented in the s. 283.84(1)(f), Wis. Stats. agreement or s. 16.9685(3)(a), Wis. Stats. contract. Other provisions of a trade may be reflected in the agreements/contracts.

- 6.3.1. Describe potential risks that may be involved with the generation of credits, including risks from the perspective of both the credit generator and credit user. Indicate if these risks are anticipated to be borne by the clearinghouse.
- 6.3.2. Describe your approach to risk management including at least one of the following:
 - 6.3.2.1. Insurance-based systems
 - 6.3.2.2. Reserve credit pool
 - 6.3.2.3. Bonding
 - 6.3.2.4. Practice type and location
 - 6.3.2.5. Deed Restrictions
 - 6.3.2.6. Provisions of the s 16.9685(3)(a), Wis. Stats. contract

6.3.2.7. Provisions of the s 283.84(1)(f), Wis. Stats. agreement

6.3.2.8. Operation, maintenance, and inspection of practices

6.3.3. Describe how your contract structure will allow DNR to administer transactions pursuant to s. 16.9685(8) Wis. Stats. in the event the clearinghouse ceases to function

6.4 Executing the Transaction.

The contracted clearinghouse will need to coordinate credit sales and purchases across a large geographic area and may provide site-specific project coordination services. The ability of the clearinghouse to manage a wide array of projects, meet deadlines, and offer quality customer service will influence the success of the clearinghouse approach for water quality trading in Wisconsin.

6.4.1. Describe your implementation timeline from the point DOA awards the contract to the point that the clearinghouse is operational and has pollution reduction credits available for purchase?

6.4.2. Describe your organization's experience with construction management and managing contract service providers.

6.4.3. Describe your approach for monetizing credits and whether credit pricing will be based solely on project-specific installation costs or utilize a credit value based on a broad market analysis, factoring in costs of on-site treatment technology and what credit users are willing to pay.

6.5 Realization of the Credits

Section 16.9685(3)(g), Wis. Stats. requires the clearinghouse verify the credit by reporting to the department of natural resources any pertinent information regarding the credit and the related water pollution reduction activities. Services provided to document, quantify, and validate pollution reductions will add value to the role of the clearinghouse. The clearinghouse will need to work closely with DNR to ensure credits are integrated with the WPDES permitting system for their customers. Available credits will be housed in a tracking system that will facilitate transactions, as required pursuant to s. 16.9685(3)(h), Wis. Stats. The questions in this section are intended to address the verification process, tracking mechanisms, and integration with the WPDES permitting system.

6.5.1. Considering the in-stream point of standards application is often discharger-specific, describe your organization's approach to facilitating a wide geographic distribution of credit sales.

6.5.2. Describe your organization's experience developing water quality trades for point source dischargers. Include which pollutant and type of mitigation measures were employed.

6.5.3. Describe how your organization's approach could employ credit stacking or similar means to monetize various ecological benefits realized through water quality trading efforts.

6.5.4. Describe the process that will be employed to collect and document site-specific data to support baseline conditions in nonpoint source pollutant loading calculations.

6.5.5. Describe the process that will be employed to quantify the amount of pollution reduced from water pollution reduction activities. Include a description of the activities that are anticipated to be employed and the corresponding quantification method(s).

6.5.6. How will the clearinghouse document that pollution reduction activities meet required modeling assumptions, including design parameters and maintenance schedules to ensure accurate quantification of the pollution reduction?

6.5.7. Describe the data sharing process that will be employed to facilitate credit verification, including but not limited to sharing the location of the pollution reduction activities; the type of practice or technology used; applicable maintenance schedule; the frequency of inspections; and the duration for which the credit is valid, accounting for both interim and long-term credit status.

6.5.8. Describe how your approach will maintain, or enable to be maintained, a link between specific water pollution reduction activities and individual credits incorporated into a specific WPDES permit under s. 283.84(1)(f), Wis. Stats.

6.5.9. Describe your approach to establish and maintain a centralized registry of all credits generated

and sold in this state and of the verification of all such credits that have been incorporated into permits under s. 283, Wis. Stats.

- 6.5.10. Describe your approach to maintain an Internet-based platform to facilitate the location of potential credit buyers, available credits, and any other information that will facilitate credit transactions.

7. COST PROPOSAL (150 POINTS)

The Cost Proposal shall be submitted separately from the RFP response as directed in Section 2.4 (Cost Proposal Submission) using Attachment 4 – Response to Bid Price Sheet.

Proposer is required to complete all fields on the cost sheet. Failure to properly complete the cost sheet will result in disqualification of the proposal.

7.1 Cost Worksheets

Proposers are responsible for entering cost data in the format prescribed by Attachment 4 – Response to Bid Price Sheet. Input locations have been inserted in the appropriate cells of the worksheets). Proposer input cells are shaded in yellow (Column I). All other cells are locked, and password protected. Further instructions for entering cost data are included in the worksheets. It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total cost worksheet proved accurately reflects costs.

Under s. 16.9685(d), Wis., Stats., The clearinghouse has established a clearly defined fee structure describing the manner in which and the amount that the clearinghouse will be paid for facilitating and executing transactions under sub. (3) (a) and (c). This fee structure will be established during the contract award process and remain firm for the first two years of the contract.

Any change in fee structure proposed after the initial two-year term must be submitted in writing to the DOA Contract Manager a minimum of ninety (90) days before the proposed effective date of the change. Notice of fee structure increases must be fully documented and reflect industry-wide increases. Contractors will be required to provide written justification and verifiable evidence of change in fee structure. The State may consider sources such as economic and industry data and any other data the State deems relevant. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals that changes are needed, both parties will negotiate such changes for no longer than 30 days, unless extended by mutual agreement. The State reserves the right to reject any fee structure increase that is deemed to be excessive or that has not been sufficiently justified.

Completion of the Cost Proposal Workbook and the associated worksheets is mandatory.

7.2 Price Clarifications

The State reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

8. LIST OF ATTACHMENTS, FORMS AND APPENDICES

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section 2.3.

8.1 Attachments

The following forms shall be completed and submitted with the Proposal.

- Attachment 3 – Proposer Question Table (**Required for Draft RFP**).
- Attachment 4 – Response to Bid Price Sheet (**Not required for Draft RFP**)
- Attachment 5 – Response to Mandatory Requirements. (**Not required for Draft RFP**)

8.2 State of Wisconsin Form(s)

The following forms shall be completed and submitted with the Proposal.

- Bidder Response Form (DOA-3832). (**Not required** for Draft RFP)

8.3 Appendices

The following are documents contain supplementary information for this RFP.

- Appendix A Cover Letter
- Appendix B – RFP 28351RP Document
- Appendix C – WQT Guidance 2020 Final
- Appendix D – Proposer Question Table
- Appendix E – Sample Contract
- DOA-3054 - Standard Terms and Conditions RFP
- DOA-3681 - Supplemental Standard Terms and Conditions

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