



**Training and Technical Assistance Provider**  
**RFP # AD170668**

Issued: Monday, December 12, 2016

Responses Due: Friday, February 10, 2017 at 2:00 p.m. CT

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## Definitions

TERM	DEFINITION
Agency/DOA	Wisconsin Department of Administration or any subdivision thereof
BOH	Bureau of Housing, a subdivision of DEHCR
BCD	Bureau of Community Development, a subdivision of DEHCR
BPI	Building Performance Institute, Malta, New York.
CDBG	Community Development Block Grant program (HUD funded)
Confidential Information	All tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in databases, data processing and communications networking systems, schematics, specifications, and all information or materials derived therefrom or based thereon; or information expressly designated as confidential in writing by the State.
CEU	Continuing Education Unit, a credit for verified completion of non-academic, post-certification professional training. For purposes of this RFP, DOE requires that certified QCI inspectors obtain CEUs sanctioned by the Building Performance Institute.
Contractor	Proposer awarded the Contract resulting from this RFP
DOE	U.S. Department of Energy, a funder of WAP
DECHR	Wisconsin Division of Energy, Housing, and Community Resources, a subdivision of DOA
DEHCR employees ... as part of their normal work duties	In an instance where DEHCR employees are providing or supporting activities under this contract, they shall not be provided nor accept payments or honoraria from Contractor or subcontractors for their participation.
Digital graphic communications	Text and graphic material in digital form usually formatted in MS PowerPoint or Apple Keynote software.
DVB	Disabled Veteran-Owned Businesses
ESG	Emergency Solutions Grant program, which funds a variety of efforts to prevent homelessness, shelter homeless individuals and families, and improve the number and quality of emergency shelters for homeless individuals and families.
“effective”	Conforming to performance metrics established in the Work Plan developed for a given years’ T&TA work.
Grantee	Unit of local government, Indian tribe, or non-profit agency subcontracting to provide services to DOA to implement programs referenced in this RFP.
HOME	HOME Investment Partnerships Program (HUD funded), which funds a wide range of activities including construction, purchase, and/or rehabilitation of affordable housing units for rent or homeownership, or provides direct rental assistance to low-income households.
Home Energy Plus	Programs operated by the Department of Administration, including the Wisconsin Home Energy Assistance Program, the Wisconsin Low-Income Weatherization Assistance Program and the Home Energy Plus Furnace program.
Home Energy Plus Bureau	A subdivision of DEHCR
Home Energy Plus Furnace Program	State’s emergency heating system response program. It is implemented jointly by WHEAP and WAP providers. WHEAP agencies manage intake and screening of clients, and WAP agencies manage the process of repair or replacement of home space heating equipment that has failed or represents a hazard to a low-income household.
Home Energy Plus software	Suite of integrated web and database programs, currently used to manage client applications to WHEAP and WAP programs, but being expanded to integrate management of program data and reporting and invoicing of Grantee’s WAP expenditures (currently performed in WisWAP).
Home Energy Plus Style Guide	Existing document that defines and establishes design guidelines, color schemes, fonts, type styles and usages accepted and approved for materials produced by the Contractor. Available online at ( <a href="http://homeenergyplus.wi.gov/docview.asp?docid=28004&amp;locid=25">http://homeenergyplus.wi.gov/docview.asp?docid=28004&amp;locid=25</a> )
Home Energy Plus website	Official website of the Department of Administration, and includes information regarding the Wisconsin Home Energy Assistance Program, the Wisconsin Low-Income Weatherization Assistance Program and the Home Energy Furnace Program. Many of the documents referenced in this document are included in the Grantee Information Section: <a href="http://homeenergyplus.wi.gov/">http://homeenergyplus.wi.gov/</a>

Home Energy Plus T&TA website	The secure (password-only access) website ( <a href="http://homeenergyplus.weccusa.org">http://homeenergyplus.weccusa.org</a> ) created to support the training and technical needs of Home Energy Plus program Grantees. It includes a calendar of events, information on training, training aids and materials developed under this contract, archived presentations, access to an online Safety Data Sheets system, an online customer education (Weatherization Guidebook) system, a database of completed workforce training, and other printed or digital media.
HOPWA	Housing Opportunities for Persons with Aids program, a federal program established to support the housing needs of people living with HIV/AIDS.
HQS	Housing Quality Standards established by the federal Department of Housing and Urban Development, to identify “decent, safe and sanitary” housing units that may be eligible for HUD programs
HUD	Federal Department of Housing and Urban Development, a funder of Housing & CDBG programs.
HVAC	Heating, ventilating and air conditioning
Hudson Group	Technical consultation group operated by Weatherization Operators of Wisconsin (WOW).
Long-distance travelers	Event participants traveling more than approximately 1.5 hours from their usual office or work site to an event coordinated by Contractor
IREC	Interstate Renewable Energy Council. IREC administers accreditation programs to ensure organizations provide training that conforms to DOE WAP Core Competency standards
MEP	Mechanical, Electrical and Plumbing trades
MHEA	Mobile Home Energy Audit, a part of Weatherization Assistant 8.X software, available from DOE Weatherization Assistance Program Technical Assistance Center <a href="http://www.waptac.org/">http://www.waptac.org/</a> .
MBE	Minority-owned business enterprises certified by the Wisconsin Department of Administration, WI Supplier Diversity Program
NREL	National Renewal Energy Laboratory
NEAT	National Energy Audit, a part of Weatherization Assistant 8.X software, available from National Weatherization Assistance Program Technical Assistance Center <a href="http://www.waptac.org/">http://www.waptac.org/</a> .
Personally Identifiable Info.	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 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; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law
Production-based training	Training provided on an ad hoc basis, at a local or regional location, based on DEHCR’s quality assurance assessments.
Proposal	Vendor’s response to this RFP
Proposer or Vendor	Company, or consortium of companies and entities, submitting a Proposal in response to this RFP
QA	Quality Assurance Section of the DEHCR Home Energy Plus Bureau. When this document refers more generally to “quality assurance” it means the functions, processes, and procedures used to improve work of Grantees or verify that quality work is being performed by Grantees.
QCI	Quality Control Inspector certification credential administered by BPI and required of the inspectors of DOE-funded weatherization units.
RFP	This Request for Proposal solicitation
RFP Procurement Manager	The person responsible for managing the procurement process is Amber Joyce, Procurement Specialist
SES Evaluation	Self-Evaluation Study of WAP program operations and outcomes, performed periodically to assess program effectiveness.

Shall	Provisions of this RFP that include the word “shall” describe a mandatory requirement. All specifications are defined as mandatory requirements unless otherwise stated. If no Proposer is able to comply with a given specification or condition in the RFP, then the State reserves the right to delete that specification or condition of the RFP. Failure to meet a mandatory requirement shall disqualify a Proposal.
State	State of Wisconsin
Subcontractor	Company or entity proposed to work for the Contractor in performing services
“suitable”	Conforming to performance metrics established in the Work Plan developed for a given years’ T&TA work.
T&TA	Training and Technical Assistance
TDWG	Technical Development Workgroup operated by DEHCR as an element of their weatherization T&TA planning and implementation.
“timely”	Conforming to performance metrics established in the Work Plan developed for a given years’ T&TA work.
Typical Logistical Tasks	Logistical support activities described in 7.3
“useful”	Conforming to performance metrics established in the Work Plan developed for a given years’ T&TA work.
VendorNet	State of Wisconsin’s online procurement system, which enables vendors and municipalities to electronically access a variety of purchasing related services (see Section 1.8)
WA	Weatherization Assistant software program used by energy auditors to predict the cost-effectiveness of individual measures and entire weatherization projects. The Wisconsin WAP program currently uses WA v. 8.9, available for download at <a href="http://www.waptac.org/Energy-Audits/Weatherization-Assistant.aspx">www.waptac.org/Energy-Audits/Weatherization-Assistant.aspx</a> .
WAP	Weatherization Assistance Program
WAPTAC	Weatherization Assistance Program Technical Assistance Center ( <a href="http://www.waptac.org">www.waptac.org</a> ).
WHEAP	Wisconsin Home Energy Assistance Program.
WisWAP	State of Wisconsin’s current Low-Income Weatherization Assistance Program reporting and invoicing database, to be integrated into the Home Energy Plus software successor system, currently under development.
Work Plan	The T&TA implementation plan established each year during the contract to adjust to budget variations, and to identify specific T&TA goals, tasks and deliverables, establish timelines for those tasks, allocate resources and establish performance metrics.
WOW	Weatherization Operators of Wisconsin, an organization representing the twenty weatherization Grantees (program operators) in Wisconsin.
WPN	Weatherization Program Notice. An archive of all WPNs is online at ( <a href="http://energy.gov/eere/wipo/weatherization-program-guidance">http://energy.gov/eere/wipo/weatherization-program-guidance</a> ).

## 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 responsive and responsible Proposal for Training and Technical Assistance (T&TA) Services to the Division of Energy, Housing, and Community Resources (DEHCR) and to local providers of housing and residential program services administered by DEHCR/Department of Administration.

The Division of Energy, Housing, and Community Resources (DEHCR) provides funding and Training and Technical Assistance Services for Wisconsin's Federal Department of Housing and Urban Development (HUD) funded Housing and Community Development Block Grant (CDBG) programs and the Home Energy Plus Program, which includes the Wisconsin Low-Income Home Energy Assistance Program (WHEAP) and the Low-Income Weatherization Assistance Program (WAP). DEHCR contracts with local governments, tribes, and non-profit agencies to implement these programs using a mix of funds from the Federal Department of Housing and Urban Development (CDBG, HOME, ESG, and HOPWA), Federal Department of Health and Human Services (WHEAP and WAP), Federal Department of Energy (DOE) and Wisconsin Public Benefits program (WHEAP and WAP).

#### 1.1.1. Wisconsin Home Energy Assistance Program

WHEAP is a public program that provides financial energy assistance to approximately 200,000 applicants annually across the State of Wisconsin. An estimated 300 WHEAP workers accept applications at the local level during the program year. Approximately 150 new intake workers come into the program each program cycle (October 1 – September 30), with some new staff in management and leadership roles. In addition, the Home Energy Plus Information Center provides a vital interface to the public through a call center, from which callers may be routed to DEHCR or local agencies, or simply inquire about programs. The main training event for WHEAP and Weatherization local agency staff alike is the Home Energy Plus Training Event. WHEAP T&TA work is completed by an existing contractor and is not a part of this solicitation.

Since WHEAP and WAP coordinate many program activities, and many WAP Grantees implement housing programs, the Contractor selected through this solicitation will be expected to interact and coordinate with the WHEAP T&TA Contractor on an ongoing, cooperative basis.

#### 1.1.2. Wisconsin Housing and Community Development Programs

A suite of HUD formula-grant programs assist local units of government to fund and implement community development and housing/homeless assistance programs. DEHCR contracts with counties, local units of government and not-for-profit organizations to implement these programs, funded at approximately \$35 million per year. DEHCR provides training on multiple platforms and forums to approximately 300 employees of local units of government and not-for-profit agencies to administer these housing and development programs in compliance with State and Federal requirements.

To perform this work, staff shall comply with community and residential property development policies and procedures, with Federal and State rules and regulations regarding the use of HUD funds, and be expert in administering a wide variety of resources and programs to foster community development, provide affordable housing, and ensure that low-income and homeless residents have access to housing that meets Federal Housing Quality Standards (HQS) requirements.

#### 1.1.3. Wisconsin Low-Income Weatherization Assistance Program (WAP)

The Wisconsin Weatherization Assistance Program contracts with 20 program Grantees throughout the State of Wisconsin, to produce approximately 6,000 weatherized homes per year, at an average construction cost of roughly \$7,000 per job. This program is funded at approximately \$50 million per year. The Weatherization Grantees are responsible for enrolling households, conducting energy audits of eligible customer homes, installing energy-saving measures in program homes, and reporting data to the State. Most of the Grantees employ their own installers, with more than 400 employees working directly or indirectly delivering these services. In addition, approximately 100 full-time employee equivalents provide services via subcontracted services. These local Grantees have staff who analyze the energy consumption of homes, and either perform or subcontract for weatherization work to conserve energy and improve the safety and durability of the building. Typical examples of work

performed on a building include attic, wall and foundation insulation; air sealing; water heater replacement, installation of ventilation fans, and heating system retrofit or replacement.

Wisconsin operates one of the largest Low-Income Weatherization Assistance Programs in the United States. While this is a construction-based program, the building science knowledge and specific skills required to perform the diagnostic and safety testing and proper application of materials are not readily available. The WAP training needs are extensive, requiring curriculum development of trainings in four (4) functional tracks with all of the content of each of the four (4) tracks being delivered once per year.

A sub-element of the Home Energy Plus program coordinates WHEAP Grantee staff and WAP providers to ensure that Wisconsin low-income households are protected from cold-weather emergencies. The Home Energy Plus Furnace Program provides space heating system repair or replacement services to low-income owner-occupied households whose heating system has failed or is found to be unsafe.

DEHCR has developed and maintains a small body of employees who are expert in weatherization work and in weatherization program management. They have weekly contact with WAP Grantee employees at all levels. They provide direct and informal consultation to Grantees regarding weatherization installation practices, energy audit and weatherization inspection procedures, and administrative practices. DEHCR also oversees detailed inspections on a sample of weatherized buildings throughout the year, and performs a detailed program review of each WAP Grantee once per year. These DEHCR contacts provide detailed, real-time information about Grantee proficiency and their needs for training or technical assistance.

## **1.2. Scope of the Project**

This Request for Proposal (RFP) is intended to solicit and select a responsive and responsible Contactor whose responsibilities include, and are not limited to, providing support to DEHCR for facilitation and organization of a large (300+ attendees) annual training event, facilitation and organization of a large (300+ attendees) biennial technical training event, facilitation and organization of a wide variety of smaller trainings (20 to 100 attendees), development of a variety of communication and training materials, objective evaluation of program outcomes and effectiveness, and a diverse range of technical support activities. The current contract value is approximately \$1 million dollars per year (see Section 4.9.1). The training and technical assistance referenced in this RFP is primarily to promote program development, which will support the service provider networks and the State staff that implement these programs. Activities funded by this Contract are to meeting the following objectives:

### **1.2.1. Program Staff of All Programs**

To correctly perform their administrative work, program staff must have general knowledge of Federal and State rules and regulations that specify how programs will be operated to ensure efficient, effective, and transparent use of public funds to provide high-quality services to State citizens and the local agencies that implement these programs. They must have either general or extensive knowledge of policies, practices, and procedures to ensure that low-income citizens and local agencies are served effectively with respect and dignity. They must have detailed knowledge of the information and technology systems used in their role to implement their programs.

### **1.2.2. Program Managers of All Programs**

To correctly perform their management work, program managers must have extensive knowledge of Federal and State rules and regulations that specify how programs will be operated to ensure efficient, effective, and transparent use of public funds to provide high-quality services to State citizens and the local agencies that implement these programs. They must have extensive knowledge of skills and practices necessary for sound, effective management of publicly-funded programs and of employees that interact with the public in many different circumstances. They must have detailed and extensive knowledge of the information and technology systems used to implement their programs.

### **1.2.3. WAP Installers and Crew Managers**

To correctly perform their construction work, installation staff must have considerable knowledge and skill regarding standard building practices, worker/customer safety requirements, and standard

accepted procedures for insulating and air-sealing a dwelling, and repairing/replacing mechanical systems. They must be knowledgeable in employing sound building science, have broad experience installing or specifying insulation, air sealing, Mechanical, Electrical and Plumbing Trades (MEP), Heating, Ventilating and Air Conditioning (HVAC) and other residential systems in an existing-buildings/remodeling environment, have extensive and detailed knowledge of general weatherization procedures, and have a broad general knowledge of safe, effective general construction work to be completed in occupied residences. Installation staff need detailed and expert knowledge in using devices and systems to complete weatherization, including; personal computers, heating system diagnostic equipment (combustion analyzers, carbon monoxide detectors and draft gauges), general housing diagnostic equipment (blower doors, micromanometers, and infrared cameras), insulation equipment, and other tools and equipment used by the HVAC and the housing rehabilitation industry.

#### **1.2.4. WAP Energy Auditors and Final Inspectors**

To correctly perform their specifying and inspection work, energy audit staff and final inspectors must have extensive and detailed knowledge of Federal, State, and local laws and regulations that apply to weatherization and construction, State program standards, and environmental and worker health and safety rules and regulations. They must be an expert in employing sound building science, have broad experience installing or specifying insulation, air sealing, MEP, HVAC, and other residential systems in an existing-buildings/remodeling environment, and have extensive and detailed knowledge of general weatherization procedures. They must be expert in use of Weatherization Assistant software.

Federal regulations [10 CFR 440.16(g)] require that every WAP dwelling unit completed must receive a final inspection of all work. In every unit completed with U.S. Department of Energy (DOE) funds (25 to 50 percent of all completed units), the inspector is required to hold a current certification as a Quality Control Inspector (QCI) under the program administered by the Building Performance Institute.

The Wisconsin WAP Program currently uses the National Energy Audit Tool (NEAT) to evaluate the cost-efficiency of measures and to analyze the energy interactions of specified measures. The Mobile Home Energy Audit (MHEA) is used to analyze weatherization measures specified for manufactured housing units. These electronic energy audits are incorporated into one software package called Weatherization Assistant (WA). This energy audit software package is available as a free download from the Weatherization Assistance Program Technical Assistance Center (WAPTAC) (<http://waptac.org/>). Wisconsin may opt to change electronic audit tools during the course of the proposed training contract.

### **1.3. Procuring and Contracting Agency**

This RFP is issued by the Wisconsin Department of Administration (DOA) through its Consolidated Agency Purchasing Services (CAPS), on behalf of DEHCR, 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 Amber Joyce, Procurement Specialist.

The contract resulting from this RFP will be administered by the Wisconsin Department of Administration. The contract administrator name and contact information will be provided after successful contract negotiations.

### **1.4. Clarification and/or Revisions to the Specifications and Requirements**

Any questions concerning this RFP shall be submitted via e-mail on or before **Friday, December 23, 2016, 2:00 p.m.** to [Amber.Joyce@wisconsin.gov](mailto:Amber.Joyce@wisconsin.gov).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they shall 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.

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

### 1.5. Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If the Proposer needs accommodations contact Amber Joyce at [amber.joyce@wisconsin.gov](mailto:amber.joyce@wisconsin.gov) or 608-264-9593.

### 1.6. 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 shall 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.

DATE	EVENT
Monday, December 12, 2016	Date of issue of the RFP
<b>Friday, December 23, 2016, 2:00 p.m. CT</b>	<b>Proposer deadline for submitting first round questions</b>
Friday, January 6, 2017	Questions & Answers and/or amendments posted to VendorNet
<b>Friday, January 13, 2017, 2:00 p.m. CT</b>	<b>Proposer deadline for submitting second round questions</b>
Friday, January 20, 2017	Questions & Answers and/or amendments posted to VendorNet
<b>Friday, February 10, 2017, 2:00 p.m. CT</b>	<b>Responses due from Proposers</b>

### 1.7. Contract Term and Funding

The Contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for three (3) years from that date, with an option by mutual written agreement of the Agency and Contractor, to renew for two (2) additional two-year periods.

As required by Wisconsin Statutes, continuance of a contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

### 1.8. VendorNet Registration

Registration on the State of Wisconsin's VendorNet System (<https://vendornet.wi.gov/>) is available free of charge to all businesses and organizations that wish to sell commodity and services to the State. By registering on VendorNet, a Proposer may register for a Proposers list for any commodity or service the Proposer is interested in providing to the State. VendorNet also provides automatic email notification each time a Procuring State Agency, including University of Wisconsin System campuses, posts a Request for Proposal with an estimated value over \$50,000 in their designated commodity and or service area(s). Only registered Proposers with a valid email address at the time an RFP is posted will receive email notifications of amendments. Proposers who obtain the RFP from a third party, through the State of Wisconsin Public Notices website or by any other means assume responsibility for checking for updates to the RFP.

## 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 Proposer's Proposal plus references and any required 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 response.

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

Throughout this document, there are references to various documents, websites, resources, and names. For assistance in identifying or defining those references see section "Definitions". A summary listing of all websites referenced is included in Attachment C.

## **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**

Proposer shall submit an original and three (3) copies of its Proposal document for a total of four (4) hard copies and one (1) electronic version on a USB flash drive of all materials required for acceptance of its Proposal by the deadline.

### Postal Address

Amber Joyce/RFP # AD170668  
Department of Administration  
PO Box 7867  
Madison WI 53707-7867

### Physical Address (Courier)

Amber Joyce/ RFP # AD170668  
Department of Administration  
101 E. Wilson Street, 6<sup>th</sup> Floor  
Madison WI 53703

Proposals shall be received in the above office by the specified time stated above. All Proposals shall 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.

### Hand Delivered Proposals

The Department of Administration, at 101 E. Wilson St. in Madison, has building security policies and procedures. There is a security checkpoint at the first floor lobby. All visitors will be required to present a valid driver's license and sign in for a visitor's pass. Security personnel will call the intended procurement specialist prior to the visitor being allowed to proceed to their destination in the DOA building. This means Proposers shall have the procurement specialist's name to allow the security guard to place a call to the procurement specialist. The Proposer shall allow ample time to clear security before reaching the Bureau of Procurement office to obtain the required Proposal time-stamp.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time.

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

- Procurement Specialist's name
- Request for Proposal title
- Proposer's name and address
- Proposal due date

An original hard copy, plus one (1) electronic version on a USB flash drive, of the Price Proposal shall be sealed and submitted as a separate part of the Proposal. The outside of the envelope shall be clearly labeled with the words "Price Proposal, RFP (RFP # AD170668 / Training and Technical Assistance Provider)" and name of the Proposer and due date. The Price Proposal is due to the addressee on the due date and time noted in Section 1.6.

## **2.4. Proposal Organization and Format**

Proposals shall be typed and submitted on 8.5 by 11 inch paper, bound securely. Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with the following headings and subheadings. Each heading and subheading shall be separated by tabs or otherwise clearly marked. Failure to provide any requested information in the prescribed format may result in the disqualification of the Proposal. The RFP sections to be submitted or responded to are:

**Tab 1:** Required Forms

- Request for Proposal Form, Signed (DOA-3261)
- Designation of Confidential and Proprietary Information (DOA-3027)
- Vendor Information (DOA-3477)
- Vendor Agreement (DOA-3333)

**Tab 2:** Mandatory Response Sheet (Attachment B)

**Tab 3:** Response to Technical Requirements (Section 7.0)

**Tab 4:** Response to New Initiatives 7.25 (Attachment G)

**Other:** Price Proposal – Attachment A (Separate Sealed Envelope)

The Proposer shall submit their **Price Proposal** on the form provided as Attachment A, according to the instructions provided in Section 2.3.

No mention of the Price Proposal may be made in the response to the general and technical requirements of the Request for Proposal.

## **2.5. Multiple Proposals**

Multiple Proposals from a Proposer will be permissible; however, each Proposal shall conform fully to the requirements for Proposal submission. Each such Proposal shall 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. Oral Presentations**

Top scoring Proposers based on an evaluation of the written Proposals may be required to participate in oral presentations/ 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 Proposer's Proposal. The evaluation committee may use the oral presentations/interviews for scoring Proposals.

## **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 or upon expiration of five (5) days after the due date and time if received by the RFP project manager. To accomplish this, the written request shall 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.

## **2.8. Exceptions to Specifications, Terms and Conditions**

These specifications and standard and supplemental terms and conditions shall govern this Proposal and subsequent award. Proposers shall accept these specifications and terms and conditions. Submission of any standard Proposer contract as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Proposer's Proposal. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

## **2.9. Late Responses**

Any responses received after the date and time specified in Section 1.6 shall not be reviewed.

### 3.0 Proposal Selection and Award Process

#### 3.1. Preliminary Evaluation

The Proposals shall be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in rejection of the Proposal.

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 which most closely meets the other 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 except at the State's direction. The evaluation committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the Proposals. Proposals from certified Minority Business Enterprises and Disable Veteran-Owned Businesses may have points weighted by a factor of 1.05 to provide a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and averaged and the Proposals ranked based on the averaged numerical scores received.

#### 3.3. Evaluation Criteria

The Proposals shall be scored as follows:

Description	Maximum Points	Maximum Percentage
7.1 - Organization Capabilities	225	9%
7.2 - Staff Qualifications	225	9%
7.3 - General Meeting and Event Logistics and Support	100	4%
7.4 - Meetings/Logistic Support for Working Groups	75	3%
7.5 - Existing WAP Training Infrastructure	50	2%
7.6 - Home Energy Plus T&TA Website and Database Utilities	75	3%
7.7 - Housing and Community Development Communications and Website	100	4%
7.8 - Specialized Technical Assistance	25	1%
7.9 - Training Events	50	2%
7.10 - Technical/Classroom Training	75	3%
7.11 - Technical/Field Training	75	3%
7.12 - Management/Classroom Trainings	50	2%
7.13 - CEUs and Credentials	50	2%
7.14 - Training Resources	25	1%
7.15 - Webcasts, Webinars, Online Surveys, and Polls	25	1%
7.16 - Production-Based Training	75	3%
7.17 - DEHCR Staff Training	25	1%
7.18 - Technical Support	100	4%
7.19 - Technical Manuals and Standards	50	2%
7.20 - Quality Assurance and Evaluation	75	3%
7.21 - Weatherization Self-Evaluation Study (SES)	50	2%
7.22 - Home Energy Plus Training Conference Interchange	50	2%
7.23 - BOH/BCD Training Conference	150	6%
7.24 - Technical Exchange Fair	150	6%
7.25 - New Initiatives	50	2%

#### Price Proposal - Section 8.0

Total three-year price as shown in Price Proposal- Attachment A	500	20%
<b>TOTAL</b>	<b>2,500</b>	<b>100%</b>

### 3.4. Method to Score Price Proposals

Price is one of the evaluation categories and will be a percentage of the total RFP evaluation score. The proposed price for New Initiatives included in response to Section 7.25 shall be provided in the Price Proposal. However, prices proposed for new initiatives will not be included when scoring total Proposal prices.

After the final grading of the Proposal requirements, price shall be prorated with the lowest Price Proposal given the full 500 point score for that category. The formula used to score the price of other Proposals is:

$$\frac{\text{Lowest Proposal Price (constant)}}{\text{Other Proposer's Price (variable)}} \times 500 = \text{Score}$$

Calculation of points awarded to subsequent Proposals shall use the lowest dollar Price Proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. The result then is multiplied by the number of points given to the Price Proposal section of the RFP.

### 3.5. Award and Final Offers

The State shall compile the final scores (Technical & Price) for each Proposal. The award shall 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 "best and final" offers. If best and final offers are requested by the State and submitted by the Proposer, they shall be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award then shall be granted to the highest scoring Proposer. However, a Proposer shall not expect that the State will request a best and final offer.

### 3.6. 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.

### 3.7. Notification of Intent to Award

All Proposers 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.

### 3.8. Appeals Process

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

Any written notice of intent to protest shall be filed with:

Postal Address

Rick Hughes, Bureau Director  
State Bureau of Procurement  
Department of Administration  
PO Box 7869  
Madison WI 53707-7869

Common Carrier Address

Rick Hughes, Bureau Director  
State Bureau of Procurement  
Department of Administration  
101 E. Wilson Street  
Madison WI 53703

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

Any written protest shall be received within ten (10) working days after the notice of intent to award is issued. In addition, a copy of the protest shall be sent electronically to the purchasing office responsible for the procurement.

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

Scott A. Neitzel, Secretary  
Wisconsin Department of Administration  
P. O. Box 7864  
101 E. Wilson St., 10<sup>th</sup> Floor  
Madison, WI 63703-7864

#### 4.0 Mandatory General Proposal Requirements

The following requirements are mandatory. Proposer shall respond accurately to each question in this section by responding Yes or No on **Attachment B, Mandatory Response Sheet** and returning that attachment with your Proposal. Proposer's response shall be reviewed to determine if the Proposer is a responsive and responsible entity, and that mandatory requirements are met. Should any question in this section be unanswered or checked "No", Proposer's Proposal may be rejected and eliminated from further consideration. Supporting documents as necessary shall be included with Attachment B, Mandatory Response Sheet.

- 4.1. Pursuant to 2009 Wisconsin Act 136 [§16.705(1r), Wis. Stats.], these services shall be performed only within the boundaries of the United States. The inability to perform services in the United States shall be grounds for disqualifying a Proposal.
- 4.2. To deliver these services it will be necessary for the successful Proposer to have or create an in-state infrastructure that allows for and effectively organizes and supports the on-site meetings, training sessions, State and regional workshops, webcasts, and the development of video training aids. The Proposer shall have, or open within 90 days of award, an operational base in Wisconsin.
- 4.3. The Proposer shall have a minimum of five (5) years' experience conducting similar types and volumes of technical adult education training, including workshops, classes, and field trainings.
- 4.4. Proposer shall have a minimum of three (3) years' experience in conducting multi-consecutive-day conference events with a minimum of 300 attendees.
- 4.5. Proposer shall have at minimum three (3) years' experience providing software support, adapting software to current work demands, identifying and correcting software defects, supporting users completing work with the software in question, and assembling and coding multiple versions of customized back-end databases for use within the software.
- 4.6. Proposer shall have at minimum three (3) years' experience collecting, cleaning and integrating multiple large data sets, and using the resulting data to provide statistically sound backward- and forward-looking evaluation of public programs.
- 4.7. Proposer shall provide the BPI Quality Control Inspector certification, meeting the DOE requirement that this training be delivered by an IREC-accredited training provider.
- 4.8. Proposer shall have at least three (3) years' experience in web hosting and web-based media development for training and marketing purposes.
- 4.9. Services similar to those outlined in this RFP are currently under contract. The current contractor has developed materials and networks that shall carry over into the new Contract. To ensure continuity of service and retain public awareness of programs, the Proposer shall utilize these materials whenever possible.
  - 4.9.1. There are extensive references in this solicitation to "current", or "existing" T&TA plans, documents, and networks. Proposers shall be aware that all of these references relate to a current T&TA program that supports only the WAP and WHEAP programs, operated by the Home Energy Plus Bureau (see Sections 1.1.1 and 1.1.3). DEHCR has been reorganized to include a number of HUD-funded housing programs, administered by the Bureau of Housing and the Bureau of Community Development (see Section 1.1.2). As a result, the T&TA program to be implemented by the successful Proposer may be

somewhat larger in scope than the current T&TA program described in Attachments and other references to “current T&TA services” provided as a part of this solicitation.

- 4.9.2. Most print materials solicited under this RFP are currently in use. The Proposer shall be responsible for timely updates to the documents as needed or at the request of DEHCR. The documents include, and are not limited to, brochures, posters, an energy education guidebook, and an annual evaluation report.
- 4.9.3. DEHCR uses a mobile computing laboratory for training purposes. Proposer selected under this RFP shall be responsible for the activities as they relate to the mobile computing laboratory used in training activities supplied through this Contract, and in WHEAP training activities provided by a third party (Section 7.5.).
- 4.9.4. The current T&TA contractor maintains a secured/password-protected website as the Home Energy Plus Training & Technical Assistance website (<http://homeenergyplus.weccusa.org>). This website includes databases, utilities, and resources for program staff to complete their work effectively. The Proposer shall assume responsibility for managing and maintaining the existing systems, databases and website, and providing equivalent or improved service from these systems.
  - 4.9.4.1. DECHR has a database for tracking trainings attended by all workers at each local agency providing WHEAP and/or Weatherization services across Wisconsin. The Proposer shall assume responsibility for managing and maintaining the existing database, adding information regarding trainings as they occur, and receiving and integrating information from the existing WHEAP T&TA provider to keep the WHEAP portion of the database current and accurate.
  - 4.9.4.2. Proposer shall add to the database information on trainings completed to support activities of Housing and Community Development programs, including but not limited to; lists of attendees to the trainings, including new staff to local providers and staff that are no longer with a local provider, and evaluations of the trainings.
  - 4.9.4.3. The WHEAP and WAP/Housing T&TA Contractors shall each hold full responsibility for the accuracy of information in the database and coordination of database lists and information with the existing WHEAP training provider. No payment shall be exchanged between either party for the database-related services provided to WHEAP providers serving the Home Energy Plus Program.
- 4.10. All materials and content developed under this contract shall be reviewed and approved by DEHCR before publication. The Proposer shall have the expertise necessary, either in-house or via a subcontract agreement, to develop useful content for all audiences addressed in program activities.

## 5.0 Mandatory Administrative Requirements

The following requirements are mandatory. Proposer shall respond accurately to each question in this section by responding Yes or No on **Attachment B, Mandatory Response Sheet** and returning that attachment with your Proposal. Proposer’s response shall be reviewed to determine if the Proposer is a responsive and responsible entity, and that mandatory requirements are met. Should any question in this section be unanswered or checked “No”, Proposer’s Proposal may be rejected and eliminated from further consideration.

- 5.1. All materials developed for Home Energy Plus events and communications shall follow the requirements of the Home Energy Plus Style Guide.
- 5.2. Proposer shall work with DEHCR to develop an annual Work Plan and budget identifying tasks, schedules, milestones, and resources. Each annual budget is subject to variation based on appropriations and grant funding received by DEHCR. DEHCR and the awarded Proposer shall work together to update the Work Plan, and its tasks and resources annually, based on the outcome of DEHCR observations, inspections and

administrative reviews, data developed from evaluation studies, surveys of Grantee staff, evaluation of WisWAP and WA data, and other program data.

- 5.3. Work progress shall be updated no less than monthly in the form of a written report and a monthly progress meeting will be held with DEHCR staff. The purpose of the meetings will be to provide DEHCR with a status report, and to get clarification, feedback, or direction as needed, so Contractor and DEHCR both receive input and feedback to ensure that deliverables are scoped effectively, executed in a timely manner, and meet DEHCR goals to effectively support implementing agencies and continuously improve program delivery, efficiency, and outcomes.
- 5.4. Proposer shall pay any and all wages, expenses, or invoices resulting from any activity related to this work. Proposer shall invoice DEHCR monthly for all approved expenses related to planned and approved work.
- 5.5. Proposer shall compile and submit via e-mail, invoices, and monthly update reports to DEHCR by the 10<sup>th</sup> of each month for the previous month's Training and Technical Assistance activities. The monthly report shall include a timeline/schedule per activity. The invoice shall be based on a template provided by DEHCR, and include previously estimated budget per activity, hours spent on the activity, and the billing rate per hour.
- 5.6. Proposer shall submit a final report to DEHCR annually, no later than sixty (60) days following the end of the annual contract period. The report shall describe the Training and Technical Assistance activities the Proposer performed throughout the prior twelve months, summarize evaluation results, and shall identify any T&TA activities still in progress or not completed.
- 5.7. Proposer shall provide timely information as requested from DEHCR to meet Federal reporting requirements as identified in the annual Work Plan (Section 5.2).
- 5.8. Proposer shall not market products or services outside the scope of this T&TA contract to Grantees, their employees or contractors, except with prior explicit written consent of DEHCR.
- 5.9. Department of Administration, State of Wisconsin shall retain ownership of all documents, publications, goods, products or items created under, in development as a result of, or purchased as a part of, the contract resulting from this Request for Proposal. See Section 6.5 regarding ownership of intellectual property.
- 5.10. Proposer shall submit applicable Terms of Service and Acceptable Use Policies for consideration. Include information regarding minimum standards for website maintenance (uploads, software updates, etc.), downtime statistics, and maximum outage response times, and current systems for assuring maximum uptime of web-based media and utilities.
- 5.11. Proposer shall include for consideration policies and procedures for managing confidential information and personally identifiable information.
- 5.12. **References**  
Proposers shall include in their responses a list of all clients for whom the Proposer has provided similar services, meaning the training and technical support activities as required by this solicitation, within the last two (2) years. Proposer shall specify one or more active account(s) or contract(s) of at least 50%, or half, of the size, scope, and value of the type of work specified in this RFP. The Proposer shall demonstrate that at least 25% of training content in one or more of the current, active contracts relates to completing program work in compliance with regulations and policies promulgated by a public or government funding entity. For each client, the Proposer shall include the name, title, address, and telephone number of a responsible contact person, along with a title and brief description of the project or assignment which was the basis for the business relationship. Supporting documents shall be included with Vendor Reference Form (DOA-3478).

The evaluation committee shall 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 (scores may be increased, decreased, or remain unchanged based on

reference feedback). The evaluation committee may check references of top ranked Proposers or for all Proposals received, whichever is in the best interest of the State.

## 6.0 Mandatory Trainer Requirements

The following requirements are mandatory. Proposer shall respond accurately to each question in this section by responding Yes or No on **Attachment B, Mandatory Response Sheet** and returning that attachment with your Proposal. Proposer's response shall be reviewed to determine if the Proposer is a responsive and responsible entity, and that mandatory requirements are met. Should any question in this section be unanswered or checked "No", Proposer's Proposal may be rejected and eliminated from further consideration.

- 6.1. Some training events are identified as being provided by "DEHCR Trainers". In those cases, DEHCR employees shall deliver instruction or training as part of their normal work duties. They shall not request nor receive compensation or honoraria from the Contractor or others. While they may request Contractor's assistance or consultation in preparing training material, and Contractor shall publish those training materials, the training content will be developed largely by DEHCR employees as part of their normal work duties.
- 6.2. Other trainings are identified as being provided by "Contracted Trainers". In those cases, the trainer shall be an employee of the Contractor OR a subcontractor whose provision of the training in question has been approved by DEHCR. Contracted Trainers shall be compensated entirely by the Contractor.
- 6.3. No outside compensation, incentives, or perquisites from entities who are not a party to the contract created through this RFP shall be accepted by any person or entity for providing services under the scope of this RFP, except as explicitly approved by DEHCR.
- 6.4. All trainings and material provided to complete elements of the executed Contract shall be modified or adapted to the specific needs, requirements, and policies or regulations relevant to DEHCR programs and the Grantee audience.
- 6.5. All intellectual property (training session content, training material, information and data) created or provided to complete elements of the executed contract shall become the property of DEHCR. The only exception shall be those materials that were largely created and copyrighted before the Contractor designated their use to fulfill a requirement of the executed Contract, and which were then only modified to a small degree, per Section 6.4, to reflect specific DEHCR policy or program guidance. Proposer shall notify DEHCR before such proprietary materials are used in work to fulfill the Contract.

## 7.0 Technical Requirements

The purpose of this section is to provide the State of Wisconsin with an understanding of the Proposer's technical approach to providing services to the State of Wisconsin.

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

### 7.1. Organization Capabilities (all items will be scored)

- 7.1.1. Describe the organization's experience and capabilities in providing training and technical support services. Be specific, identifying discrete projects, dates, and results. Include an organizational chart indicating how this contract will be staffed and managed in relationship to the overall organization.
- 7.1.2. Demonstrate that the organization's qualifications satisfy relevant DOE training provider requirements. Especially, demonstrate compliance with the Quality Work Plan requirements identified in DOE's Weatherization Program Notice 15-4, including IREC certification relevant to the Job Task Analyses involved in weatherization, energy auditing, final inspection, and crew work. (See

guidance in <http://energy.gov/eere/wipo/downloads/wpn-15-4-quality-work-plan-requirement-update-0>, <http://energy.gov/sites/prod/files/2016/01/f28/WPN%2016-4%20Monitoring%2012.17.15.pdf>, and other relevant WPNs for details.)

- 7.1.3. Describe the organization’s existing infrastructure and network of offices, employees, subcontractors, and resources in the State of Wisconsin to provide responsive, competent, and professional services in support of this Contract.

If the organization does not presently have an operational base in Wisconsin, describe the planned infrastructure and outline the timeline for establishing said network of offices, employees, subcontractors, and resources in the State of Wisconsin, within 90 days of award, to provide responsive, competent, and professional services in support of this Contract.

- 7.1.4. Describe the types of web-based media currently hosted/provided, and the technical infrastructure used to support the system (operating systems, dedicated servers, cloud-based hosting, etc.).

- 7.1.5. Describe the types of media and informational communication documents developed for training, marketing, and organizational support purposes. Describe completed projects to make media available in multiple formats, including online access/web-based media. Media development includes, but is not limited to:

- Training presentations and handouts,
- video (in commonly-used, non-proprietary formats),
- manuals, booklets and reports (single-page up to multi-chaptered documents),
- “frequently asked questions” (FAQ) web pages,
- conference programs, handouts, and other event-specific materials,
- brochures,
- posters, formatted to be printed at high quality up to 11” x 17” in size.

- 7.1.6. Describe the organization’s support of, or involvement, in networks and organizations related to training and education in the skills and abilities relevant to weatherization work, residential energy efficiency, and/or advanced residential construction.

- 7.1.7. Describe the organization’s support of, or involvement in, networks and organizations related to training and education in the knowledge and planning relevant to affordable housing development and management.

- 7.1.8. Describe the organization’s support of, or involvement in, networks and organizations related to training and education in the knowledge and planning relevant to management of publicly-funded programs and management of not-for-profit organizations or agencies of local government.

- 7.1.9. Describe the Proposer’s plan for transition from the current contractor to the Proposer, if Proposer were to be awarded the Contract. Report specifically on Proposer’s plan to acquire knowledge of the programs and their implementing Grantees. Identify a plan to acquire program data/history and existing intellectual property necessary to perform the proposed work. Describe the Proposer’s plan for transfer of responsibilities for future events being planned, and transfer of materials and training props.

## **7.2. Staff Qualifications (all items will be scored)**

- 7.2.1. Identify key staff who will be directly involved in the administration of the training program and/or provision of key services. Provide resumes that describe the educational attainments and work experience of each of the intended key project personnel. Place emphasis on educational and work experience that directly relate to adult training and education and operation of publicly-funded programs, especially implementation of residential housing development programs and/or residential energy conservation programs.

- 7.2.2. Describe the involvement of key personnel in networks and organizations related to training and education in the skills and abilities relevant to weatherization work, residential energy efficiency, and/or advanced residential construction.
- 7.2.3. Describe the involvement of key personnel in networks and organizations related to training and education in the knowledge and planning relevant to management of publicly-funded programs and management of not-for-profit organizations or agencies of local government.

### 7.3. **General Meeting and Event Logistics and Support**

Many of the activities contracted through this RFP involve meetings or educational events. Logistical support for these activities includes, but may not be limited to, the following Typical Logistical Tasks.

- a) Identify, reserve, and contract with event sites
- b) Establish billing process with event sites
- c) Maintain contact information for planning groups and workgroups
- d) Facilitate meetings/conference calls/webinars to allow planning groups and workgroups to complete event planning tasks
- e) Assemble and maintain lists of potential attendees for events
- f) Inform targeted attendees of events, allowing lead time for registrations
- g) Manage/provide pre-event registration services and provide confirmation notices to event attendees
- h) Arrange/negotiate lodging block for participants in keeping with State of Wisconsin-approved rates (long-distance travelers and multi-day events)
- i) Coordinate amenities, refreshments, meals and ancillary events, with meal prices conforming to State of Wisconsin-approved rates
- j) Create and submit *Meeting Agenda/Facility Arrangements Form* to meeting sites and DEHCR
- k) Manage/provide event registration services at site
- l) Provide support as needed for presenters and trainers, including provision of props, tools or visual aids required for the event but not provided by the presenter
- m) Coordinate and ensure fulfillment of audio/visual requests
- n) Record, edit, submit for approval, and distribute minutes of committee meetings and working groups
- o) Complete evaluation activities and perform evaluation follow-up
- p) Promote appropriate retention activities
- q) Perform any meeting follow-up activities: forward attendance/participation figures and any questions to DEHCR
- r) Verify expenses invoiced by sites, trainers and others
- s) Provide payment to sites, trainers and others
- t) Perform necessary reporting functions to DEHCR

#### **MINIMUM MANDATORY REQUIREMENTS:**

- 7.3.1. For all events, the Proposer shall be responsible for all logistics and support activities necessary to ensure an organized, professional event conducive to successful adult learning outcomes and productive meetings.

#### **THE FOLLOWING ITEM WILL BE SCORED:**

- 7.3.2. **Describe your organization's experience in providing three (3) different adult training events, and how your organization provided the services listed. Describe how the training was conducted (i.e. classroom vs. field, face-to-face vs. webinar, etc.) and include course descriptions and the number of times the event was repeated per calendar year. If some of the tasks identified above were not performed in the events described, explain how your organization proposes to complete those tasks if managing DEHCR events.**

- 7.3.3. **Describe your organization's experience in conducting at least one multi-consecutive-day conference event with a minimum of 300 attendees, and how your organization provided the services listed. Include information regarding the types of sessions held, the general content, how content was provided (in-person large groups, small groups, teleconferences, interactive workshops, etc.), how trainers were selected, the numbers of attendees, and the dates of each conference. If some of the tasks identified above were not performed in the event described, explain how your organization proposes to complete those tasks if managing DEHCR events.**

#### **7.4. Meetings/Logistic Support for Working Groups**

##### **MINIMUM MANDATORY REQUIREMENTS:**

- 7.4.1. Proposer shall support and coordinate logistic support for offsite DEHCR T&TA planning meetings with Grantee staff, and for DEHCR-sanctioned meetings and workgroups.
- 7.4.2. WAP plans 6 meetings per year of DEHCR staff and WOW members, typically two days in duration, with participants from every part of the State. Participants will largely determine agenda, contents, and information to be communicated. Proposer shall perform Typical Logistical Tasks.
- 7.4.3. WAP plans 12 meetings per year of DEHCR staff, especially WAP Quality Assurance (QA) and Policy staff, typically one day in duration, with participants from every part of the State. Participants will largely determine agenda, contents, and information to be communicated. Proposer shall perform Typical Logistical Tasks.
- 7.4.4. BOH and BCD plans 4 meetings per year of DEHCR and various Grantee staff, typically one day in duration, with participants from every part of the State. Participants will largely determine agenda, contents, and information to be communicated. Proposer shall perform Typical Logistical Tasks.
- 7.4.5. WAP plans 6 meetings per year of Technical Development Workgroup (TDWG) members, typically one day in duration, with participants from every part of the state. Proposer and participants will jointly determine agenda, contents, and information to be communicated.

Proposer shall perform the following tasks in addition to the Typical Logistical Tasks:

- Maintain workgroup contact information
- Assist with the development of meeting agendas, consulting with Grantees and DEHCR
- Coordinate and prepare meeting materials and handouts
- Take notes at meetings as requested. Prepare and distribute meeting notes, archive notes and member contributions on SharePoint site as requested
- Perform any meeting follow-up activities
- Assist in the facilitation of meetings
- Participate and provide building science and technical input as an active member of the workgroup.

##### **THE FOLLOWING ITEM WILL BE SCORED:**

- 7.4.6. **Describe your organization's experience in supporting at least two (2) different working groups, and how your organization provided the services listed. Describe how the groups completed their work (i.e. face-to-face vs. webinar vs. conference call, etc.) and the type of work supported. If some of the tasks identified above were not performed in the events described, explain how your organization proposes to complete them for DEHCR events.**

#### **7.5. Existing WAP Training Infrastructure**

Existing WAP training infrastructure includes a number of physical props and a mobile computer lab.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.5.1. The props include mock-ups of portions of a single-family home, 1/20-scale operational models of a house, and similar hands-on training models. The Proposer shall manage secure storage and maintenance of existing props, and acquire new props as needed. Submit new individual prop development requests over \$500 to DEHCR for approval. Ensure that props are available for any training in which a prop may assist the trainer to meet learning objectives. Ensure system is provided to check availability and schedule use of props and mobile computer lab. Transport props to and from training as needed.
- 7.5.2. The mobile computer lab consists of 20 laptop computers, two trainer computers, LCD data projector, networking hardware and software supporting 25 simultaneous users, ancillary hardware and software, and five transport/storage cases. Proposer shall coordinate availability, schedule use of the laboratory, pick-up, and transport to and from training facilities, set-up, testing, teardown, technical support during trainings, and return of the mobile computing laboratory. Assess each computer prior to every training session that utilizes the computer lab to ensure compliance with specifications. Perform updates and “clean” the computers following each training session. Complete system and software updates on each of the computers on a monthly basis or more frequently if needed. Proposer shall coordinate and support making the mobile computer lab available for any event where the system will assist a DEHCR-approved training to meet learning objectives. Proposer shall provide event support (including on-site support as necessary) to ensure that the mobile computer lab functions properly during each training event. Make the mobile computer lab available to trainers providing Weatherization Assistant, WisWAP, WHEAP and other trainings as requested and approved by DEHCR.
- 7.5.3. Proposer shall ensure that props are available for any training in which a prop may assist the trainer to meet learning objectives. Proposer shall establish and maintain a system for users to check for availability, and transport props to and from training, if needed.
- 7.5.4. WHEAP trainings (and other trainings as requested and approved by DEHCR) using the mobile computer lab are performed by other contractor(s). Coordinate availability with the training team, scheduling use of the mobile computer laboratory, and assuring that contractors have the information and training needed to use the system successfully. The other training contractor(s) shall be responsible for pick-up, transport to and from training facilities, set-up, testing, teardown, on-site technical support during trainings, and return of the mobile computing laboratory to the Proposer. Proposer shall arrange to have backup technical support (remote) available as needed.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.5.5. **Describe how your organization proposes to provide these services, and your organization’s experience in completing work to manage training resources.**

**7.6. Home Energy Plus T&TA Website and Database Utilities**

A secured (password access only) Home Energy Plus T&TA website (<http://homeenergyplus.weccusa.org/>) exists, supporting the WAP and WHEAP programs. It contains a calendar of events, information on training, training aids and materials, archived presentations, access to an online Safety Data Sheets system, an online customer education (Weatherization Guidebook) system, a database of completed workforce training, and other printed or digital media.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.6.1. Proposer shall acquire control of, maintain, and update/improve as necessary the existing website and its systems developed to ensure effective communication with target Grantee staff on a password-protected, restricted-access website with Confidential Information.

- 7.6.2. Proposer shall ensure that existing material is retained and reformatted as necessary to retain its usefulness. New content shall be incorporated as available and useful (see Section 7.9.4 for new content).
- 7.6.3. The existing Home Energy Plus T&TA website includes a database utility in which the Training Contractor records attendees' completion of WAP and WHEAP training workshops, webinars, and conferences, as well as special training activities such as production-based training. The database tracks specific participant information and event details. The training database interacts with other utilities within the Home Energy Plus T&TA website, supporting a training events calendar, online registration for training events, and posting of event-specific materials to be accessed by participants of that event. Proposer shall maintain this system and update it as new trainings are completed. Permissions and passwords are maintained that allow varying levels of access to different sections of the secured site.
- 7.6.4. Proposer shall assume responsibility for the existing site, maintaining all existing functionality. Proposer shall ensure that website uptime/downtime meets program needs, according to Terms of Service and Acceptable Use policies that shall be defined by Contract.
- 7.6.5. Proposer shall assume responsibility for the existing training database, update accounts and permissions to support trainings provided by BOH and BCD staff and Grantees, update it at least monthly with new training records, provide training reports to DEHCR as needed, and maintain existing secure online access for participants to review their training records and CEU completions and to register for new events as they are developed.
- 7.6.6. Proposer shall assist trainees in applying trainings to CEU requirements, and track those CEUs within the Training Database.
- 7.6.7. Proposer shall maintain Grantee logons and permissions and update access and credentials for DEHCR employees as needed.
- 7.6.8. The existing Home Energy Plus T&TA website includes access to an existing online Safety and Data Sheets (SDS) database service – MSDS Online®. Contactor shall maintain system and update permissions and content as program personnel change, to provide continued access by WAP workers.
- The database includes SDS forms for all materials and products used routinely by the WAP agencies. The current service offers the following:
- A toll-free telephone number for weatherization Grantee crews or medical personnel to call for emergency information, should access to the Grantee office or to the SDS online system not be available.
  - An automatic update feature to stay current with changes to existing SDS materials in the database.
- 7.6.9. Proposer shall continue to monitor and maintain the service during the contract period.
- 7.6.10. Proposer shall assume the existing site license (or acquire new license) and renew it as needed, and shall maintain existing service levels.
- 7.6.11. Proposer shall maintain Grantee logons and permissions, and update access and credentials for WAP employees as needed.
- 7.6.12. Wx Guidebook System Maintenance  
The existing website includes a utility that allows WAP Grantee personnel to generate and print a customized information booklet (Weatherization Guidebook) for households participating in the WAP, intended to enhance the effectiveness and persistence of installed measures. Proposer shall perform and coordinate all tasks and activities necessary to maintain the existing application (for single-family units, including site-built homes, manufactured housing, and single condominiums). In

addition, Proposer shall provide administrative support and technical assistance as necessary to WAP agencies using the system. Proposer shall maintain Grantee logons and permissions and update access and credentials for WAP employees as needed.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.6.13. **Describe how your organization proposes to provide these services, and your organization's experience in performing website, database, and communication maintenance.**

**7.7. Housing and Community Development Communications and Website**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.7.1. Proposer shall develop a web-based system to ensure effective communication with target BOH and BCD Grantee staff, via a secured (password access only) Training & Technical Assistance website.
- 7.7.2. This system is anticipated to be a new stand-alone site, serving Grantees of BOH and BCD programs, which shall mirror the existing WAP/WHEAP site, including calendars of events, information on training events, training aids and materials developed under this contract, archived presentations, a database of completed workforce training, and other printable or digital media. This site shall include fully functional use of the existing Home Energy Plus T&TA website's Training Database and event registration system.
- 7.7.3. Proposer shall consult with DEHCR staff and user agencies in scoping and designing the site and create the website.
- 7.7.4. Proposer shall consult with DEHCR staff and user agencies to maintain the site, and update all information to keep it current.
- 7.7.5. Proposer shall incorporate the website into initiatives to market training events and communicate with Grantee personnel.
- 7.7.6. Proposer shall manage and maintain password-secured online access for participants to review their training records and CEU completions and to register for new events as they are developed.
- 7.7.7. Proposer shall assist trainees in applying trainings to CEU requirements, and track those CEUs within the Training Database.
- 7.7.8. Proposer shall maintain Grantee logons and permissions and update access and credentials for BOH and BCD employees as needed.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.7.9. **Describe how your organization proposes to provide these services, and your experience in developing new websites for clients with moderately complex business requirements.**

**7.8. Specialized Technical Assistance**

DEHCR regularly requires specialized program technical assistance/consulting services provided directly to DEHCR, or to Grantees as directed by DEHCR, on an *ad hoc* or episodic basis.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.8.1. Proposer shall make available specialized program technical assistance services.

- 7.8.2. Proposer shall manage compensation and other administrative functions for specialized technical assistance subcontractors. When selecting specialized technical subcontractors, DEHCR will collaborate extensively with the Proposer as the Proposer fulfills human resource functions to maintain contractual obligations.
- 7.8.3. Financial Resource/Budget Consultant  
Proposer shall provide DEHCR staff with public management business consultation for support in preparing grant applications, development of the division's annual operating budget, review of weatherization Grantee closeouts and financial submissions, and other related activities as identified and assigned by DEHCR. Detailed knowledge of state budget and accounting systems and WAP and state weatherization programs regulations is essential.
- 7.8.4. IT Systems Development Consultant  
Proposer shall provide DEHCR staff with IT systems development consultation for support in updating Home Energy Plus software and related systems, integrating WA energy audit information to WisWAP, and other related activities as identified and assigned by DEHCR.
- 7.8.5. Onsite/Grantee Administrative T&TA Consultant  
Proposer shall provide management and executive-level business consultation, with experience managing WAP programs. The consultant participates on an as-needed basis in DEHCR administrative reviews of weatherization agencies, provides assistance to DEHCR in assessing Grantees' compliance with general management and reporting requirements, and who provides administrative technical assistance, either in the course of participating in administrative reviews, or as requested by DEHCR on behalf of individual agencies.
- 7.8.6. Onsite/Grantee Financial and Administrative T&TA Consultant  
Proposer shall provide a CPA-level business consultant with experience managing not-for-profit organizations implementing government-funded programs provides training, advises DEHCR regarding program financial management and best practices, and may be dispatched to provide detailed support to Grantees on an as-needed basis.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.8.7. **Describe your experience and your process for managing the administrative functions in providing specialized consulting.**

**7.9. Training Events**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.9.1. Proposer shall be responsible for scoping, planning, delivery, and evaluation of training and education activities primarily to Grantee and program staff. Proposer shall perform Typical Logistical Tasks. All trainings shall be based on sound training strategies and techniques intended and suitable to adult learners, and include evaluation and retention components. Where applicable, WAP trainings shall promote skills and information in line with DOE/National Renewable Energy Laboratory (NREL) Job Task Analyses (See <http://energy.gov/sites/prod/files/2014/01/f7/51670.pdf> for an example Job Task Analysis).
- 7.9.2. All trainings shall include an instruction evaluation component, and retention activities suitable to adult learners. Students' participation in trainings shall be recorded in the Training Database (see Section 7.6). If student performance is evaluated as a part of the training, those test scores shall also be recorded in the database. Where applicable, WAP trainings shall promote skills and information in line with DOE/NREL Job Task Analyses.
- 7.9.3. Proposer shall be responsible for delivery of training, primarily to Grantee and program staff. Most training events will be offered once per year to attendees from every area of the State.

- Technical/classroom trainings are intended to educate adult learners regarding program regulations and requirements, data acquisition and analysis required to deliver program services, and organizational structures and practices to deliver superior service to program participants and funders.
- Technical/field trainings are intended to educate adult learners to install materials and devices in residential structures and interact effectively with customers and coworkers.
- Management/classroom trainings are intended to educate adult learners regarding techniques and practices to improve program management and enhance efficiency, transparency, and responsiveness of Grantee staff to State citizens and Grantee funders.

7.9.4. Where training is useful to archive for access through the Home Energy Plus T&TA website, Proposer shall recommend an appropriate medium or format, arrange for permissions from the instructor(s), record the training, edit as necessary to improve quality and brevity, and upload completed/edited material to the T&TA website. Approximately 10% of training events will be of sufficient general interest and usefulness that archiving and web access is recommended.

**THE FOLLOWING ITEM WILL BE SCORED:**

7.9.5. **Describe your organization experience in providing Typical Logistical Tasks as specialized and technical training functions, and additional functions as necessary for each type of event.**

**7.10. Technical/Classroom Training**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.10.1. Proposer shall provide training with own staff, with subcontracted trainer(s) approved by DEHCR, and/or with DEHCR employees acting as instructors as part of their normal work duties. Example classes include, Basic, Intermediate or Advanced Energy Auditor, HUD HQS housing standards, or CDBG Grant Administration.
- 7.10.2. Weatherization program plans 18 technical/classroom trainings per year for Grantee employees, typically one to two days in duration, for participants from every part of the State, with trainers conducting roughly 90% of these trainings, and DEHCR staff providing the balance.
- 7.10.3. BOH plans annual provision of a regional technical/classroom training event, in ten meetings held in ten regions of the State (Attachment F), for participants from the four to nine counties in a given region. This event will provide program updates, HUD regulation information, and other information as needed, to Grantees. Training is expected to be two days in duration in the first year, then only one day in duration in future years. Approximately 80% of the training content will be provided by DEHCR staff as part of their regular work duties, with the balance of training provided by the Proposer.
- 7.10.4. BOH plans 20 technical/classroom trainings per year, typically one to two days in duration, for participants from every area of the State, with Proposer trainers conducting roughly 50% of these trainings, and DEHCR staff (as part of their duties) providing the balance.
- 7.10.5. BCD plans 8 to 10 technical/classroom trainings per year, typically one to two days in duration, for participants from every area of the State, with Proposer trainers conducting roughly 50% of these trainings, and DEHCR staff (as part of their duties) providing the balance. DEHCR shall approve structure and content, after consultation with Proposer and Grantee employees.
- 7.10.6. Weatherization program plans 10 classroom trainings per year using the mobile computing lab for Grantee employees, typically one day in duration, for participants from every area of the State, regarding WisWAP and Home Energy Plus computer-application systems. Proposer shall coordinate these trainings, developed and then delivered in five (5) different locations across the State, with content largely delivered by DEHCR employees. The Home Energy Plus training is coordinated by

another contractor, and then delivered in five (5) different locations across the State, with content largely delivered by DEHCR employees.

**THE FOLLOWING ITEM WILL BE SCORED:**

7.10.7. **Describe how your organization proposes to provide specialized adult education and training.**

**7.11. Technical/Field Trainings**

Weatherization program plans 12 technical/field trainings per year for Grantee employees, typically one to two days in duration, for participants from every area of the State. These trainings incorporate a hands-on, field element in addition to classroom instruction. Example classes include, Basic Diagnostic Testing, Forced Air Distribution, and Air Sealing. Weatherization program plans two technical/field training per year for Grantee employees, of four or five days duration, for participants from every area of the State. These trainings incorporate a hands-on, field element in addition to classroom instruction. Examples include Weatherization Boot Camp and Basic Energy Auditor training.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.11.1. Proposer shall work with DEHCR to develop content for technical trainings. DEHCR will approve structure and content, after consultation with Proposer and Grantee employees. Training content shall be delivered largely by Proposer.
- 7.11.2. Proposer shall provide a training/testing cycle once per year to allow new Grantee final inspector employees or contractors to comply with DOE requirements to attain the BPI QCI certification through an IREC-accredited training center. Proposer shall be required to make available classroom training supporting this certification, and ensure that the required written and field exams are available to QCI candidates.
- 7.11.3. In addition to Typical Logistical Tasks, Proposer shall partner with a local weatherization Grantee to identify training site buildings and secure cooperation of program-eligible residents as needed to provide realistic field training. Proposer shall schedule props, tools, and materials necessary for an effective training. (Tools and materials are invoiced directly to DEHCR by the local Grantee.)

**THE FOLLOWING ITEM WILL BE SCORED:**

7.11.4. **Describe how your organization proposes to provide specialized technical/hands-on training (including IREC-accredited training).**

**7.12. Management/Classroom Trainings**

Weatherization program plans five management/classroom trainings per year for Grantee employees, typically one to two days in duration, for participants from every area of the State.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.12.1. DEHCR shall approve structure and content, after consultation with Contractor and Grantee employees. Example class topics include, Financial Management, Performance and Coaching, Procurement and Subcontractor Management, and Home Energy Plus Furnace Program Management.
- 7.12.2. Proposer shall provide training through own staff, DEHCR staff, or with subcontracted trainer(s) approved by DEHCR. Proposer trainers conduct roughly 75% of these trainings, and DEHCR staff (as part of their duties) provide the balance. Proposer shall work with DEHCR and the Weatherization Operators of Wisconsin (WOW) Management and Training subcommittee to develop content for management-related trainings.

**THE FOLLOWING ITEMS WILL BE SCORED:**

7.12.3. **Describe how your organization will provide Management/Classroom Trainings.**

**7.13. CEUs and Credentials**

Some Grantee employees and DEHCR employees hold certifications (e. g. BPI QCI certification) that require the acquisition of continuing education credits.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.13.1. Proposer shall maintain and update the existing system and database for recipients of training provided under this contract.
- 7.13.2. Proposer shall structure relevant trainings to ensure that they qualify attendees to receive CEUs applicable to their certification.
- 7.13.3. Proposer shall apply to certifying bodies (as appropriate) to secure CEUs for delivered trainings, and shall assist trainees in applying trainings to CEU requirements.
- 7.13.4. Proposer shall track training participation, exam scores (if any), and CEUs within the Training Database.

**THE FOLLOWING ITEM WILL BE SCORED:**

7.13.5. **Describe how your organization will provide specialized adult education for managers and administrative employees, and administration of CEUs as appropriate.**

**7.14. Training Resources**

Proposer shall maintain list of qualified trainers for use by local WAP and Housing agencies.

**THE FOLLOWING WILL BE SCORED:**

7.14.1. **Describe how your organization will maintain a list of qualified trainers, and how often the list is updated.**

**7.15. Webcasts, Webinars, Online Surveys, and Polls**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.15.1. Proposer shall provide capacity for a minimum of 12 webcasts, 5 webinars, 4 online surveys, and 10 online polls per year.
- 7.15.2. Proposer shall provide capacity for webcasts and webinars supporting program communication, and online surveys and polls to assist in T&TA planning and event scheduling.
- 7.15.3. Webcasts and webinars shall be used by DEHCR staff (in the course of their normal work duties) to communicate policy or best practices to Grantee personnel. Should an outside presenter be required to effectively fulfill the purpose of a webinar or webcast, the presenter qualifications and budget shall be subject to DEHCR approval.
- 7.15.4. Webcasts and webinars systems shall permit multiple presenters at multiple locations. Webcasts may involve up to 100 participants at many different locations in Wisconsin. Systems shall provide tracking of actual participation, and editing and archiving of all events for viewing at a later time. The Proposer shall provide rosters of participants and other user data upon request.

- 7.15.5. Webcasts shall provide effective, clear audio and digital graphic communication (most presenters use MS PowerPoint or Apple Keynote formats) to recipients, and provide, at a minimum, a text “chat function” communication channel from recipients back to presenters for question-and-answer responsiveness.
- 7.15.6. Webinars shall provide audio and digital graphic communication to recipients, and provide for at least real-time audio communication from recipients back to presenters.
- 7.15.7. Online surveys shall provide a structured means for specific Grantee staff to provide feedback on policy Proposals.
- 7.15.8. Online polls shall provide a structured system to identify best dates for scheduling major events, and provide a means to receive feedback from Grantees on other specific questions.
- 7.15.9. A system for online surveys and polls shall be established to allow rapid responses by participants to specific program Proposals or schedule alternatives.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.15.10. **Describe how your organization proposes to provide these services, your organization’s experience in providing distance communication and distance learning events, and in implementing effective electronic communications events.**

**7.16. Production-Based Training**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.16.1. A minimum of four events per year may be requested. These trainings shall be implemented within 30 days of a submitted request. They shall focus on installation and construction techniques, building performance testing and measurement for energy auditing or inspection, and/or use of tools/hardware, software and calculation systems and workbooks used in planning and completing weatherization work. In most cases, an existing Technical/Field Training (see Section 7.11) will be modified or adjusted to accommodate specific needs, then delivered in a hands-on, small-group setting.
- 7.16.2. Proposer shall develop and maintain the capacity to provide *ad hoc* WAP training, based on DEHCR Quality Assurance assessments or Administrative Reviews, questions and requests submitted to the Help Desk, or information derived from Weatherization Assistant quality control activities and SES Evaluation data. Current service levels amount to approximately 100 labor hours per training event.
- 7.16.3. In addition to logistical functions, the Proposer shall partner with the weatherization Grantee receiving the training, to identify training site buildings and secure cooperation of program-eligible residents as needed. Proposer shall schedule all necessary props, tools, and materials. (Tools and materials are invoiced directly to DEHCR by the Grantee receiving a given training.)

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.16.4. **Describe how your organization will provide tightly-scoped, specialized, quick-turnaround training, and your experience in providing short-turnaround trainings in an off-site, in-field setting.**

## **7.17. DEHCR Staff Training**

### **MINIMUM MANDATORY REQUIREMENTS:**

- 7.17.1. The Proposer shall provide logistics and coordination services for up to six training events per year for DEHCR staff.
- 7.17.2. Proposer shall provide up to six training events per year for DEHCR staff, fulfilling goals as identified by DEHCR staff. Training provided by outside trainers approved by DEHCR, may include specialized subject matter such as Federal HUD or DOE regulations and initiatives, housing and public infrastructure development, housing rehabilitation, building science, and/or professional development topics.

### **THE FOLLOWING ITEMS WILL BE SCORED:**

- 7.17.3. **Describe how your organization will provide specialized, high-level training related to public program management and implementation, and your experience in providing that training.**

## **7.18. Technical Support**

DEHCR has a communications and collaboration infrastructure to provide detailed technical information to agencies, assisting them to employ sound building science principles in completing weatherization work and to use energy auditing software and other data systems accurately and effectively in planning and executing WAP work on more than 6,000 housing units per year.

### **MINIMUM MANDATORY REQUIREMENTS:**

- 7.18.1. **WOW Technical Committees**  
Proposer shall designate technical staff to participate on WOW Technical Committees as directed by DEHCR. The technical staff shall assist Grantee staff in developing technical solutions to complex residential energy improvement problems. In addition, Proposer shall acquire information, resources, or training as needed to incorporate new technologies and installation practices that adapt to policy initiatives, and ensure continuous improvement of program effectiveness and efficiency.
- 7.18.2. **Help Desk/General**  
Proposer shall provide timely, accurate responses to up to 10 Help desk calls/messages per month as referred by DEHCR staff Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. central time. Inquiries may include but are not limited to, use of workbooks and calculators, safe and effective use of construction materials and tools, and construction techniques for installation of WAP measures or systems.
- 7.18.3. **Help Desk/WA Software**  
Proposer shall provide timely, accurate responses to up to 10 Help Desk calls per month as referred by DEHCR staff specifically providing detailed technical support regarding WA software Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. central time. Inquiries will include but are not limited to, software inputs and outputs, data entry for complex or unusual buildings, software bugs, use/modification of setup and supply libraries, software preferences, and data import/export routines. The Proposer shall develop and utilize a network of WA user experts in other states and at DOE National Labs as needed to provide this support. The Proposer shall log all questions and responses, for use in monitoring Grantee effectiveness, and for design of trainings to improve program effectiveness.
- 7.18.4. **Diagnostic Workbooks Technical Support**  
There are currently eight Excel calculators/modeling tools (with underlying Visual Basic programming) used to support WA energy audit models and evaluate specialized aspects of the weatherization process. The Proposer shall respond to and fix flaws in those software tools, annually

review the scope and performance of each tool, and update as needed, such as with current weather information, to keep the tools functioning effectively as designed.

- 7.18.5. Weatherization Assistant Technical Support  
Proposer shall, annually, request data from DEHCR's online invoicing system (WisWAP, output in MS Access) to assemble a Statewide database of all weatherization measures installed and weatherization units (in excess of 6,000 units) completed during the program year. The Proposer shall clean data to eliminate duplicate and erroneous files and prepare data for further analysis.
- 7.18.5.1. Similar data have been collected for previous program years; Proposer shall acquire those data and reconcile each year's data collection to previous years, to support assembly of valid historical/comparable data sets and allow longitudinal/historical analysis.
- 7.18.5.2. Using the assembled WisWAP data and aggregated WA (see Section 7.20 and 7.21), Proposer shall annually assemble new default setup and supply libraries customized to each Grantee, so that each program years' WA audits are based on actual cost data from previous years' production costs.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.18.6. **Describe how your organization will provide specialized technical support regarding construction and building science, and supporting users of specialized software, and your experience in completing similar work.**

**7.19. Technical Manuals and Standards**

DEHCR publishes policies and technical guidance in program-specific manuals.

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.19.1. DEHCR publishes WAP guidance in a Field Guide ([ftp://doafpt1380.wi.gov/doadocs/energy/Wx Field Guide July%202016 Combined Chapters.pdf](ftp://doafpt1380.wi.gov/doadocs/energy/Wx_Field_Guide_July%202016_Combined_Chapters.pdf)) and a WA Manual (<http://homeenergyplus.wi.gov/docview.asp?docid=27549&locid=25>). The Proposer shall, jointly with DEHCR, review these publications annually to remove obsolete information, include new materials and systems, policy changes, and best practices, and adapt these publications to best serve adult learners completing program activities.
- 7.19.2. DEHCR publishes HOME program housing rehabilitation guidance (<http://www.doa.state.wi.us/Documents/DOH/HHR/hhr-standards.pdf>) to conform with HUD regulations in 24 CFR 92.251(b)(1). The Proposer shall, jointly with DEHCR, review this publication annually to remove obsolete information, include new materials and systems, policy changes, and best practices, and adapt these publications to best serve adult learners completing program activities.

**THE FOLLOWING ITEMS WILL BE SCORED:**

- 7.19.3. **Describe your organization's experience in editing and maintaining specialized technical documents, your organization's ability to provide perspectives from other residential programs, and your experience in completing similar work.**

**7.20. Quality Assurance and Evaluation**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.20.1. Proposer shall, twice per year, collect data of all WA audits (2,000+ audits) from every Grantee. The Proposer shall clean data to eliminate duplicate and erroneous files and prepare data for further analysis.

- 7.20.2. Proposer shall assemble, clean, prepare, and interpret a wide variety of collected data to support a variety of quality assurance and evaluation activities.
- 7.20.3. Proposer shall prepare two reports per year from this data, structured to allow DEHCR staff to assess the accuracy and effectiveness of auditors' energy analysis, both on a Grantee-wide basis and at the level of each auditor's individual production. The scope of these quality assurance analyses will vary slightly, as the Proposer and DEHCR identify (from the data, from Help Desk messages, and from Proposer and DEHCR staff observations) areas of strength or questions regarding effectiveness of energy auditors' work.
- 7.20.4. Annually, this data shall be assembled into a statewide database of all WA audits completed during the program year (July 1 to June 30). Similar data have been collected for previous program years; the Proposer shall acquire those historical data and reconcile each year's data collection to previous years, to facilitate assembly of valid historical/comparable data sets and allow longitudinal/historical analysis.

**THE FOLLOWING ITEMS WILL BE SCORED:**

- 7.20.5. **Describe how your organization proposes to provide these services, and your organization's experience in completing specialized data analysis for quality assurance purposes.**

**7.21. Weatherization Self-Evaluation Study (SES)**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.21.1. Proposer shall prepare annually a draft Self-Evaluation Study (SES) for DEHCR staff, assessing weatherization program inputs and outcomes, efficiency, and effectiveness. After review by DEHCR staff, the draft report shall be revised as requested by DEHCR. See an example at (<http://homeenergyplus.wi.gov/docview.asp?docid=25805&locid=25> ). Similar analyses have been completed for previous program years; Proposer shall acquire those data and reconcile each year's data collection to previous years, to allow assembly of valid historical/comparable data sets and allow longitudinal/historical analysis.
- 7.21.2. SES analyses shall integrate and cross-tabulate SES and program data from previous studies, cost data from DEHCR (WisWAP) databases, energy audit data from collected Weatherization Assistant data, energy consumption and cost data provided by investor-owned utilities, and other information as needed, to provide DEHCR with a statistically sound, accurate, objective analysis of the effectiveness and cost-efficiency of program initiatives, including evaluation analysis regarding trends over time.
- 7.21.3. The analysis shall be structured to evaluate program cost-efficiency outcomes using parameters similar to those used in WA software and WisWAP databases. SES studies shall assess the costs of installed measures and the changes in energy consumption and energy cost expenditures before and after weatherization, to evaluate program outcomes and overall cost-efficiency.
- 7.21.4. The precise scope and budget of each year's SES is subject to separate DEHCR approval each program year.

**THE FOLLOWING ITEMS WILL BE SCORED:**

- 7.21.5. **Describe how your organization proposes to provide these services. Describe your organization's experience with complex data acquisition, complex data analysis, and data-driven program evaluation of energy efficiency programs.**

## **7.22. Home Energy Plus Training Conference Interchange**

DEHCR has an existing contract with a provider to organize an annual Statewide Home Energy Plus training conference with 200 to 400 attendees, for both WHEAP and WAP service providers. Content includes information primarily of interest to WHEAP providers (e.g., WHEAP program policy updates, WHEAP program elements and budgets, and use of Home Energy Plus software data management systems) and content useful to both WHEAP and Weatherization providers. This dual-purpose content may include sessions regarding joint implementation of the HE+ furnace program, strategies and tools for general management of not-for-profit social service agencies, and techniques and strategies to improve co-ordination between the WAP and WHEAP programs. The program from the Home Energy Plus conference of February 2016 is included for reference purposes (Attachment D).

### **MINIMUM MANDATORY REQUIREMENTS:**

- 7.22.1. Proposer shall consult and collaborate with the Conference organizers and the planning committee, and assist DEHCR and agencies in participating in conference planning, ensuring that useful WAP content is available to attendees of the Conference.
- 7.22.2. The Proposer shall further consult and collaborate with the Conference organizers and the planning committee to integrate content useful to BOH and BCD Grantees, including program and Grantee staff.

### **THE FOLLOWING ITEMS WILL BE SCORED:**

- 7.22.3. **Describe your organization's experience in interacting and supporting another entity organizing a multi-day conference.**

## **7.23. BOH/BCD Training Conference**

### **MINIMUM MANDATORY REQUIREMENTS:**

- 7.23.1. Proposer shall organize and produce an annual statewide training conference for program managers and staff implementing housing and CDBG programs funded by DEHCR, involving 200 to 400 participants. It is anticipated that planning will occur in Year Two of this contract, with the first conference to be held in Year Three, and each year thereafter. The program from the Home Energy Plus conference of February 2016 is provided as Attachment D.
- 7.23.2. Proposer shall support and consult with a conference organizing committee. Content shall include information primarily of interest to BOH and BCD program providers (e.g., income qualification rules, property development and management programs, HUD and State of Wisconsin regulations, CDBG program elements and budgets, and policies and program designs to support special needs populations).
- 7.23.3. Dates of the training event shall take into consideration other meetings, training opportunities, and other conferences, as well as site availability. DEHCR reserves the right to make the final decision on the date of the event and the conference agenda.
- 7.23.4. Each annual Housing Conference training event is restricted to a budget that is determined by DEHCR at the beginning of the planning period for each annual event.
- 7.23.5. The Proposer shall manage acceptance/payment of sponsorships, and document them as credits against invoices, not as offsets of incurred costs. Proposer may solicit sponsorships, to partially offset the costs of the event. DEHCR reserves the right to reject any outside support that, in DEHCR's sole judgment, presents an actual or perceived conflict of interest.
- 7.23.6. Proposer shall ensure that local Grantee providers and other providers are given opportunities to provide input on the speakers and content in each training event and to participate in the planning of

the training event. Part of the event budget may be used to hold meetings for an Event Planning Committee.

- 7.23.7. The conference shall be three days in length, with roughly half of conference content to be provided by DEHCR and Grantee employees as part of their normal work duties, and half by outside presenters to be secured and scheduled by Proposer, and compensated from the conference budget. Note that lodging and meal rates for the training attendees cannot exceed the defined State Rate (see <http://doa.wi.gov/Documents/DPM/BCLR/Compensation/PocketTravel%20Guide%202015-2017.pdf>).
- 7.23.8. The Proposer shall prepare and publish all conference publications including, but not limited to, workshop information, overall and daily agendas, demonstration information, special event schedules, evaluation forms, sign-up sheets, handouts, completion certifications, nametags, session and other signage, and registration lists for all training and events, where applicable.
- 7.23.9. Local agency providers may serve as volunteers during the actual event in order to keep costs within budgetary constraints.

**THE FOLLOWING ITEMS WILL BE SCORED:**

- 7.23.10. **Describe how your organization will organize a multi-day conference with specialized content.**

**7.24. Technical Exchange Fair**

**MINIMUM MANDATORY REQUIREMENTS:**

- 7.24.1. Proposer shall organize and produce a Statewide Technical Exchange Fair conference, in even-numbered years, involving 200 to 400 participants. The target audience of the conference includes weatherization program personnel and weatherization contractors.
- 7.24.2. Trainings shall promote skills and information in line with applicable DOE/NREL Job Task Analyses. Events include, but are not limited to, workshops, demonstrations, hands-on trainings, and competitions relating to the work of installing and inspecting energy-saving measures. The program from the Tech Fair conference of September 2014 is provided as Attachment E.
- 7.24.3. Proposer shall support and consult with a conference planning committee.
- 7.24.4. Content shall include information primarily of interest to:
  - a) weatherization program installers and construction crew leaders installing insulating materials, air sealing materials and other energy savings measures,
  - b) energy auditors and inspectors assessing houses, completing energy audits and inspecting completed work,
  - c) managers scheduling workers and organizing projects, and
  - d) program directors responsible for acquiring tools and materials, managing expenditures, and overseeing program inputs and outcomes.
- 7.24.5. Dates of the training event shall take into consideration other meetings, training opportunities, and other conferences, as well as site availability. DEHCR reserves the right for the final decision on the date of the event, location, and agenda.
- 7.24.6. Each biennial Tech Fair training event is restricted to a budget that is determined by DEHCR at the beginning of the planning period.
- 7.24.7. The Proposer shall manage acceptance/payment of sponsorships, and document them as credits against invoices, not as offsets of incurred costs. Proposer may solicit sponsorships, to partially offset

the costs of the event. DEHCR reserves the right to reject any outside support that, in DEHCR's sole judgment, presents an actual or perceived conflict of interest.

- 7.24.8. Proposer shall ensure that WAP Grantees, materials suppliers, and utility/energy providers are afforded opportunities to provide input on the speakers and content in each training event and to participate in the planning of the training event. Part of the event budget shall be used to hold meetings for an Event Planning Committee.
- 7.24.9. The conference shall be three days in length, with roughly half of conference content to be provided by DEHCR and Grantee employees as part of their normal work duties, and half by outside presenters to be secured and scheduled by Proposer, and compensated from the conference budget.
- 7.24.10. Note that lodging and meal rates for the training attendees cannot exceed the defined State Rate (see <http://doa.wi.gov/Documents/DPM/BCLR/Compensation/PocketTravel%20Guide%202015-2017.pdf>).
- 7.24.11. Proposer shall prepare and publish all conference publications including, but not limited to, workshop information, overall and daily agendas, demonstration information, special event schedules, evaluation forms, sign-up sheets, handouts, completion certifications, nametags, session and other signs, and registration lists for all training and events, where applicable.
- 7.24.12. Local agency providers may serve as volunteers during the actual event in order to keep costs within budgetary constraints. Proposer shall include in Proposal other miscellaneous costs as necessary.

**THE FOLLOWING ITEM WILL BE SCORED:**

- 7.24.13. **Describe how your organization proposes to provide these services, and your organization's experience in organizing a multi-day conference with specialized content including a wide variety of hands-on and interactive elements.**

**7.25. New Initiatives**

- 7.25.1. Proposer shall identify, describe, and provide proposed pricing for new initiatives not described above, that will further the general public purpose of these DEHCR programs to improve the quality, energy efficiency, and safety of housing and community infrastructure in the State of Wisconsin (Attachment G). New initiatives will be evaluated based on the proposed solution's level of enhancement to the programmatic needs as described in this RFP. New initiatives that involve confidential and/or proprietary information or systems/technology shall be so designated in the Proposal. The proposed price for New Initiatives included in response to Section 7.25 shall be provided in the Price Proposal. However, prices proposed for new initiatives will not be included when scoring total Proposal prices.

**7.26. Media and Communications (Not Scored)**

Proposer shall produce and distribute or publish, with final approval by DEHCR, all marketing and communications materials to support trainings, conferences, and other activities completed under this contract.

Requirements throughout Section 7 require Proposers to propose communications and marketing plans, or describe specific media to be produced under the Contract for particular events. All costs for marketing, media or communications design and production shall be included in their Price Proposals for the specific tasks described throughout Section 7.

## 8.0 Price Proposal

### 8.1. General Instructions on Preparing Price Proposals

- 8.1.1. The Price Proposal Workbook (Attachment A) shall be submitted separately from the RFP response as directed in per Section 2.3 instructions.
- 8.1.2. The proposed price for New Initiatives included in response to Section 7.25 shall be provided in the Price Proposal. However, prices proposed for new initiatives will not be included when scoring total Proposal prices.
- 8.1.3. Proposers are responsible for entering price data in the format prescribed by Attachment A - Price Proposal Workbook. Input locations have been inserted in the appropriate cells of the worksheets. Proposer input cells are shaded in green. All other cells are locked and password protected. Further instructions for entering price 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 price worksheet proved accurately reflects costs.
- 8.1.4. If the product or service is provided at no additional cost, Proposers shall enter zero (\$0). If cell is left blank, it shall be considered an entry of \$0, with the proposed product or service being included in the Proposal and provided at no cost. **Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal.**
- 8.1.5. Completion of Attachment A, Price Proposal Workbook and the associated worksheets is **Mandatory**.

### 8.2. Fixed Price Period

All costs outlined in the Proposal shall remain firm for the initial three (3) year Contract period. Any requests for price increases after the initial Contract period shall be received in writing and approved by DEHCR ninety (90) days prior to the beginning of the next contract period.

### 8.3. Inflationary Adjustment

Contractor may receive an inflationary adjustment to his/her base fee/hourly rate(s) at the start of each contract extension/renewal period. This increase may be based on either seventy-five percent (75%) of the increase in the prevailing Consumer Price Index for Urban Wage Earners (CPI-U) for Milwaukee, Wisconsin, in effect for the quarter ending January of the current year, or five percent (5%) of the Contractor's base fee whichever is lower.

## 9.0 Special Contract Terms and Conditions

### 9.1. Payment Requirements

The Wisconsin Department of Administration is required to meet a statutory mandate to pay or reject invoices within 30 days of receipt by Department of Administration's Accounts Payable. Before payment is made, it also shall verify all invoiced charges are correct as per this Contract. Only properly submitted invoices shall be officially processed for payment. Prompt payment requires that Contractor's invoices are clear and complete.

### 9.2. Liquidated Damages

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the contract. Because of that, the Contractor acknowledges that for the contract resulting from this RFP, it shall negotiate liquidated damages, as required by the State, for the contract. The Contractor agrees that the Agency shall have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

### 9.3. Prime Contractor and Subcontractors

The awarded Contractor will be the prime Contractor and the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. The prime Contractor may, with prior written permission from the Department, subcontract, sublet or assign all or

part of the work with third parties for its performance of any part of Contractor's duties and obligations, provided that, in no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department of any breach in the performance of the Contractor's duties. DEHCR shall have sole discretion to approve or reject any such subcontractor.

#### **9.4. Confidentiality of Information**

The Contractor shall have access to Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") in completing their work. The Contractor shall not use this Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Contractor shall require all such Representatives to read and sign a DEHCR-approved non-disclosure statement, and shall be responsible for the breach of this Contract by any said Representatives.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the confidential information while in its possession or control including transportation, whether physically or electronically.

#### **9.5. Supplier Diversity**

##### **9.5.1. Minority-Owned Business Enterprise**

The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and a goal of placing a minimum of five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(4), and 16.75(5) and 560.036(2). The Department of Administration is committed to the minority business program and with this procurement the successful Contractor is encouraged to purchase 5% of services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Development.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608) 261-2510. The list is published on the Internet at: <https://wisdp.wi.gov/search.aspx>.

##### **9.5.2. Veteran-Owned Business**

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (WDVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the WDVA at: <http://dva.state.wi.us/>. There is no price preference for certified VBs that compete for State Contracts.

##### **9.5.3. Wisconsin Disabled Veteran-Owned Business**

The State Bureau of Procurement and all agencies may make awards to Wisconsin certified disabled veteran-owned businesses when the proposal is no more than 5% lower than the apparent high point score. Awards will be made to the certified disabled veteran-owned business submitting the highest point scored proposal. The State Bureau of Procurement DVB Program Manager will review and approve in writing any decision not to award to the highest scoring proposal.

##### **9.5.4. Woman-Owned Business Enterprise**

Woman-Owned Business Enterprises (WBEs) are certified by the Woman's Business Ombudsman. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a

credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking Contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts. A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

## **9.6. 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.

- Executed and signed Contract
- Proposer's Proposal Dated 02/10/2017 (Due date)
- State Request for Proposal Dated 12/12/2016 (Issue date)
- Standard Terms and Conditions

## **9.7. Termination of Contract**

### **9.7.1. Termination for Cause**

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

### **9.7.2. Termination for Convenience**

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to the State in advance of the intended date of termination. In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days' of written notice to the Contractor requesting the refund.

### **9.7.3. Contract Cancellation**

The State reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Fails to perform any material obligation required under the Contract
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice.
- Makes an assignment for the benefit of creditors

- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a federally debarred Contractor;
- Is excluded from federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- Contractor performance threatens the health or safety of a State employee or State customer.

### **9.8. Ownership**

All original materials prepared by the Contractor pursuant to the Contract shall belong to DEHCR (except see Section 6.5). All such materials shall be deemed works made for hire as defined by Title 17 of the U.S. Code, subject to a non-exclusive perpetual license. The Agency retains complete ownership, copyright, derivative and distribution rights to all completed assets.

### **9.9. Infringement**

The Contractor represents and warrants that no program, process, composition, writing, equipment, appliance or device, or any trademark, service mark, logo, idea or any other work or invention of any nature or any other tangible or intangible property whatsoever proposed by the Contractor in the Proposal infringes on any patent, copyright, trademark or service mark of another person or is a trade secret of any other person.

Contractor covenants to perform a due and diligent inquiry into the intellectual property rights in and to any program, process, composition, writing, equipment, appliance or device, or any trademark, service mark, logo, idea or any other work or invention of any nature or any other tangible or intangible property whatsoever that the Contractor proposes to furnish, develop, provide or use in the future in performing this Contract.

Contractor shall indemnify and hold DEHCR, DOA, and the State of Wisconsin harmless for any violation of this section, which indemnity shall include all damages, costs, and attorneys' fees.

### **9.10. Contract Amendments**

The contract may be amended within the contract period by mutual consent of the parties. No modification or amendment to the contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the contract shall be forwarded to the Department of Administration, attention: Amber Joyce, for prior review and approval.

### **9.11. Debarment**

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

## **10.0 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.

## **11.0 Required Forms and Attachments**

The following forms shall be completed, signed, and submitted with the Proposal in accordance with the instructions given in Section 2.4. Blank forms can be found on VendorNet.

- Request for Proposal (DOA-3261)
- Designation of Confidential and Proprietary Information (DOA-3027)
- Vendor Information (DOA-3477)
- Standard Terms and Conditions (DOA-3054)
- Supplemental Standard Terms and Conditions for Services (DOA-3681)
- Vendor Reference (DOA-3478)
- Vendor Agreement (DOA-3333)
- Price Proposal Response (Attachment A)
- Mandatory Response Sheet (Attachment B)
- Websites Referenced (Attachment C)
- Home Energy Plus Conference Program from February 2016 (Attachment D)
- Tech Fair Conference Program from September 2014 (Attachment E)
- 2014-15 CDBG Housing Regions (Attachment F)
- New Initiatives 7.25 (Attachment G)