Special conditions of bid

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# GENERAL INFORMATION AND SCOPE

The Wisconsin Department of Transportation (WisDOT or DOT),requests bids to establish a contract for the purchase of Traffic Management Center Electrical and HVAC equipment and contracting.

The resulting contract shall be governed by the attached Standard Terms and Conditions unless specifically modified in this Request for Bid document. Conditions of bid that include the word "must" or "shall,” describe a mandatory requirement.

## Scope

This bid package is for a resulting contract for improvements to the electrical and HVAC systems at the Traffic Management Center (TMC). The components of the electrical and HVAC systems at the TMC are in need of replacement and improvement, These systems are critical to ensure 24/7/365 reliability to the specialized equipment and operations active at the TMC. The equipment being purchased are the power systems that the data and management centers rely on, as well as the HVAC equipment that is also required with such systems. Due to the sensitive and critical nature of the facility, method of procedure will be important. The equipment to be installed will be replacing existing equipment with some necessary improvements.

## Definitions

The following definitions are used throughout the RFB documents:

Agency: The Wisconsin Department of Transportation

Bidder/Vendor: A company or individual submitting a bid response to this RFB

Contractor: Bidder awarded the contract

Department: The Wisconsin Department of Transportation

DOT or WisDOT: The Wisconsin Department of Transportation

State: The State of Wisconsin

HVAC: Heating, Ventilation, and Air Conditioning

TMC: Traffic Management Center

## Contract Term

WisDOT intends to utilize the results of this RFB to award a contract. **Retain a copy of these bid documents and any addenda for your files.** The RFB document and the awarded bidder’s response shall become the contract unless a separate contract is executed.

This is a one-time project that is required to be completed by **June 8, 2020**.

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 appropriation shall be without penalty to WisDOT. WisDOT does not guarantee to purchase any specific quantity during each contract term.

## Endorsements, Testimonials, and Promotional Activities

Any unauthorized reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any agency or other subunits of Wisconsin state government, or any state official or employee, for commercial promotion is strictly prohibited.

## Cooperative Purchasing and Piggybacking

Wisconsin Statutes (s. 16.73, Wis. Stats.) established authority to allow Wisconsin municipalities to purchase from State contracts. For cooperative bidding purposes, a Vendor Agreement is highly desired for this RFB. Please complete the Bidder Required Form of the Bid Document and return with your bid. Additional units may be purchased by agreeing to extend the contract to other municipalities and state agencies through piggybacking.

# BIDDER QUALIFICATIONS AND REQUIREMENTS

To be eligible for a contract award, you must be qualified and able to provide the following. Respond on attached Bidder Required Form.

* 1. Bidder must be an original manufacturer, or distributor and/or dealer authorized by manufacturer.

[ ]  Comply [ ]  Does Not Comply

OR

Bidder must be an original manufacturer, or distributor, or dealer authorized by manufacturer with service and repair capabilities for the product on-site or in-store or in-depot.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must supply references of three (3) firms to which similar products / service have been provided during the past five (5) years to a comparable-sized institution or company. WisDOT may also utilize other pertinent sources of information regarding services/products provided by the bidder. If contacted, all of those references must verify that a high level of satisfaction was provided. Use the Bidder Required Form to list references. **WisDOT employees must not be listed as references.**

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must be in the business of building mechanical and electrical systems for the past five (5) years and have adequiate and skilled staff to ensure quality and effectiveness of performance for this contract.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder is requested to quote on maintenance agreements available after expiration of the warranty term. Please include terms, which components shall be covered and annual cost. A sample agreement form, including the terms and conditions, should be included with the bid submittal.

[ ]  Comply [ ]  Does Not Comply

* 1. Pursuant to WI State Statute 16.705, all services provided under this contract must be performed in the United States.

 [ ]  Comply [ ]  Does Not Comply

* 1. Bidder must provide designated WisDOT personnel with instructions on set-up and operation of the system and/or products.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must submit **certificates, permits, and licenses; see Specification LPA #8415.**

[ ]  Comply [ ]  Does Not Comply

* 1. Due to the nature of the solicitation, selected contractor bidders is required to allow the State to conduct background checks to determine circumstances of any conviction of the Contractor or its sub-contractors which may be related to the solicited commodity or service.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must provide a statement of their Warranty Policy on any service, workmanship, or parts they may provide.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must be prepared to honor, at minimum the manufacturer’s standard warranty. Indicate warranty term and enclose standard warranty documents with your bid.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must disclose if any State of Wisconsin employee would provide services relating to the agreement resulting from this solicitation. See Supplemental Standard Terms and Conditions, section 4.0, Dual Employment or 5.0, Employment.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder is required to submit their return policy.

[ ]  Comply [ ]  Does Not Comply

* 1. The awarded bidder shall be able to provide reports on all products purchased against an awarded contract. Reports shall be provided in the format and timeframe as requested. See Section 4.20.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder is required to submit a method of procedure and detailed project process milestone schedule.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must report purchases as required.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder will provide Certificate of Insurance if awarded the contract.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder must meet delivery requirement and must indicate the delivery time in calendar days.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder understands that failure to meet the contracted delivery date may result in cancellation if order/award.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidders acknowledges all prices FOB Destination, freight included.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder will provide samples/demonstration, if requested.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder will provide a montly report of purchases from state-certified minority business enterprises and state-certified disabled veteran owned business enterprises.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder will comply with terms on subcontracting.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder will hold pricing firm the required term.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder agrees to accept State of Wisconsin purchase order or purchasing card (P-Card) for placement of orders.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder understands invoice requirements.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder agrees to terms with regarding duplicates and overshipments.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder agrees to terms regarding contract cancellation.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder agrees to terms regarding liquidated damages.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder agrees to terms of employee identification while working on WisDOT property.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder agrees to terms regarding audit requirements.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder understands and agrees to terms for collection of sales and use tax.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder understands and agrees to terms for debarment.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder understands and agrees to the confidentiality clauses.

[ ]  Comply [ ]  Does Not Comply

* 1. Bidder has completed and returned all forms required.

[ ]  Comply [ ]  Does Not Comply

# SPECIFICATIONS

The specifications found in the attached Plans and Specifications attachments are minimum acceptable requirements. All specifications are defined as mandatory minimum requirements unless otherwise stated. WisDOT reserves the right to delete any specification or condition of bid if no bidder is able to comply with a given specification or condition of bid. Failure to meet specification requirements may disqualify your bid.

Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired.

The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product bid meets all specifications. Failure to provide product specifications and information may disqualify your bid. WisDOT shall be the sole judge of equivalency and acceptability. All attachments, documents, price lists, etc. to support your bid, must include the bid number 510329.

Bid specifications may not be revised without an official written addendum issued by WisDOT.

See Plans and Specifications for the minimum acceptable specifications for products and services desired.

All attachments, documents, price lists, etc. to support your bid, must include the bid number.

Bid specifications may not be revised without an official written addendum issued by WisDOT.

# SPECIAL TERMS AND CONDITIONS

## Pre-Bid Vendor Conference and/or Pre-Bid Site Visit

A mandatory vendor site visit will be held on both January 24, 2020 at 9:30 a.m and January 30, 2020 at the Traffic Management Center (TMC) 433 W. St. Paul Ave, Suite 300, Milwaukee, WI 53203. A bid addendum will be issued if the site visit is changed or cancelled. A site visit to at least one of the indicated mandatory site visit times is required; failure to visit the site or provide proof of site visit will disqualify your bid from being considered. The attached Site Visit Verification form must be signed by an authorized WisDOT representative and submitted with your bid.

## Delivery and Milestones

Delivery is desired as soon as possible after receipt of a purchase order. Please indicate on the Bid Cover Page your estimated delivery time in calendar days and provide a detailed schedule of project process milestones. Delivery of the equipment must be coordinated with TMC staff. Delivery is required to the Traffic Management Center at 433 W. St. Paul Ave., Suite 300, Milwaukee, WI 53203

Contractor is required to notify the ordering unit of any back order, discontinuation of product(s) or other delays in shipping. Back orders can’t / must not (pick one) be cancelled without approval from WisDOT ordering unit. **Failure to notify the ordering unit of these delays may result in cancellation of an order and/or contract. See section 4.9, Liquidated Damages.**

## Freight Charges

F.O.B. Destination Freight Included and Installed

Products/equipment is to be installed at the Traffic Management Center at 433 W. St. Paul Ave., Suite 300, Milwaukee, WI 53203 F.O.B. DESTINATION FREIGHT INCLUDED AND INSTALLED. Bid prices must include all costs; including but not limited to packing, transportation, insurance, labor, set-up, instruction and operation manual charges. Products must be set in place in an area designated by WisDOT personnel, demonstrated to be in operating condition, and approved by WisDOT personnel. All debris must be removed from WisDOT premises and properly disposed of by the Contractor. Upon installation all operating instructions, operating and maintenance manuals, must be furnished to WisDOT personnel identified on the purchase order.

Fuel surcharges will not be allowed.

Duty charges (FOB=DDP Destination Duty Paid), if applicable (includes but not limited to documentation fees, freight, customs clearance, tax, etc.), must be included in the bid price.

Failure to bid FOB Destination Freight Included and Installed may disqualify your bid.

On Site Service

In carrying out the scope of this contract, the Contractor may/shall be required to perform services on WisDOT property. Bidders must include all transportation, labor and insurance charges. Failure to include these costs may disqualify your bid.

## Shipments, Duplicates and Over Shipments

The State reserves the right to reject any shipments that it deems to be faulty. Such shipments shall be returned at the Contractor(s) expense. The State will not be responsible for charges incurred as a result of a defective product. If the Contractor(s) is then unable to furnish an acceptable product, the State may elect to purchase from another vendor such quantities as may be needed to fulfill the immediate requirement(s). Any difference in costs between the contract price and the price of such shipment(s) from another vendor shall be deducted from any monies, which may be due to the Contractor.

WisDOT will notify the Contractor within 30 days receipt for the return of a duplicate shipment and the product must be removed within 30 days at the Contractor’s expense without a restocking fee or shipping charges. WisDOT reserves the right to dispose of the products and shall not be held liable for the cost.

WisDOT will notify the Contractor within 30 days receipt for the return of shipments ordered in error and the products must be removed within 30 days. WisDOT and the Contractor shall negotiate the terms of the restocking and shipping charges.

## Insurance Requirements

Every contractor and all parties furnishing services or products to the Wisconsin Department of Transportation (WisDOT) or any of its subsidiary companies must provide WisDOT with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

1. Commercial General Liability Insurance including contractual coverage:

 The limits of this insurance for bodily injury and property damage.

Combined shall be at least:

 Each Occurrence Limit $1,000,000

 General Aggregate Limit $2,000,000

 Products-Completed Operations Limit $2,000,000

 Personal and Advertising injury Limit $1,000,000

B. Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least $1,000,000 per accident for bodily injury and property damage combined.

C. Workers’ Compensation Insurance:

 Such insurance shall provide coverage in amounts not less than the statutory requirements

 in the state where the work is performed, even if such coverages are elective in that state.

D. Employers Liability Insurance:

Such insurance shall provide limits of not less than $500,000 policy limit.

E. Excess/Umbrella Liability Insurance:

Such insurance shall provide additional limits of not less than $5,000,000 per occurrence in excess of the limits stated in (A.), (B.), and (D.) above.

Additional Requirements:

F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

G. The insurance specified in (A), (B), and (E) above shall:

* + - 1. Name WisDOT including its directors, officers, employees and agents as additional insureds by endorsement to the policies; and,
			2. Provide that such insurance is primary coverage with respect to all insureds and additional insureds.

H. The above insurance coverages may be obtained through any combination of primary and

 excess or umbrella liability insurance. WisDOT may require higher limits or other types of

 insurance coverage(s) as necessary and appropriate under the applicable purchase order.

1. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors and their insurers.
2. Contractor shall provide certificates and endorsements evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

**Mail to:**

Wisconsin Department of Transportation

4822 Madison Yards Way, 8th Floor, South Tower

Madison, WI 53705

## Safety Notices/Recalls

Contractor must provide immediate notification to WisDOT, specifically the Contract Manager of any recall notices, warranty replacements, safety notices, legal notices, and, potential and/or actual breaches in security involving sensitive products/access to facilities, etc. Failure to report this information may result in immediate termination of an order and contract.

## Subcontracting or Third Party Payments

All subcontracting shall be pre-approved by WisDOT. Subcontractors must abide by all terms and conditions of the contract. The prime Contractor shall be responsible for all subcontractor(s) work and payment. WisDOT will not pay any subcontractor or third parties directly.

## Confidentiality

Contractor acknowledges that some of the data and documentation it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information.

Contractor or its employees and subcontractors will not reuse, sell, make available, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.

Contractor agrees to observe complete confidentially with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, bidder's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.

**The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination.** Contractor shall advise all Contractors’ agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

## Liquidated Damages

This shall be surety for fulfillment of the contract(s) including quality, performance and delivery under the terms of this Request for Bid. Liquidated damages shall consist of $1000 per calendar day per line item for failure to deliver according to the Contractor specified delivery schedule. Liquidated damages will be deducted from payments on the invoice covering the late deliverables, if the invoice is of sufficient amount to cover the liquidated damages. If the invoice is not of a sufficient amount to cover the liquidated damages on a particular shipment, the agency may bill the contractor for the balance or may request cancellation of the invoice and a credit to cover the balance.

## Employee Identification

All Contractors’ employees, while working on WisDOT property, must wear a clearly displayed photo identification badge (provided by the Contractor at the Contractor’s expense) showing they are employees of the Contractor. Badges must be available, but will not be required to be worn when protective clothing and respiratory protection is required.

## Prevailing Wage

Work provided under this project must be in accordance with The Davis-Bacon and Related Acts (40 U.S. Code Sections 3141-3148), which requires payment of prevailing wage for the stated trade or occupation. Contractor is required to post at the job site a sign stating that Contractor is in compliance with 40 U.S. Code Sections 3141-3148.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Wages quoted under this provision must include employer's share of FICA, unemployment compensation, worker's compensation insurance, public liability insurance and any other overhead item applicable to your firm's operation.

Only increase in the prevailing wage as determined by the US Department of Labor (USDOL) shall be allowed. If decreases occur, the same criteria shall be used to compute reductions. Note that prevailing wage rates as determined by USDOL do not include FICA, unemployment compensation, worker's compensation insurance, and public liability insurance.

## Firm Prices

The awarded Contractor must hold the accepted costs for the entire contract period. WisDOT will review any adjustment of costs before the beginning of a contract renewal period. Price increase requests must be justified with supporting documentation of industry-wide increases. If WisDOT deems cost increases are not acceptable, it reserves the right to award to the next lowest bidder or re-bid the contract in whole or part. Written acceptance or denial of price increases shall be provided to the Contactor.

If the Contractor’s cost decreases during the term of the contract, the Contractor shall immediately notify WisDOT. Such cost decreases shall become effective to WisDOT the same date the decrease is effective to the contractor. If WisDOT is not properly notified of price decreases, the pricing at the time of order will be used for invoice payment and the vendor will provide refunds or credits as necessary.

## Orders

WisDOT may use the following methods to purchase from this contract:

* Specific (Contract Release) orders may be placed for one-time shipments.
* Contract Release Orders, blanket-type, may be issued

## Invoicing Requirements

Invoices/Purchase Order:

WisDOT must meet a statutory mandate to pay or reject invoices within 30 days of receipt by WisDOT. Before payment is made, WisDOT must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

* + - * Purchase order number
			* Vendor name
			* Remit to address
			* The complete product description as stated on your bid
			* Prices per the contract
			* Dates of service

Send invoice to the bill-to address shown on the order.

## Reporting Requirements

WisDOT shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

## Order of Precedence

In the event of contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

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

1. The Contract Award document
2. Official Purchase Order
3. Bid response as accepted by WisDOT
4. WisDOT Request for Bid

## Contractor Major Structural Change

The Contractor is required to provide WisDOT with a minimum 90 days written advance notice of any planned or potential structural change resulting in a new entity (merger, buyout, acquisition, consolidation, etc.). The Contractor may not assign the contract to the new entity without prior written approval from the Department, since the underlying procurement may be affected.

## Health Insurance Portability and Accountability Act (HIPAA)

“Public Health Information” (PHI) means any information, whether oral or recorded in any form or medium, that:

* Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
* Relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

The Contractor, and any Subcontractor(s) shall comply with 42 U.S.C. Sections 1320d through 1320d-8, and shall implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the Contractor from or on behalf of the State that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services.

 HIPAA compliance requires, at a minimum, that the Contractor:

* Shall not use or disclose PHI except as specifically required under the terms of this Contract, or as otherwise required under the HIPAA regulations or other applicable law.
* Shall use appropriate safeguards to protect against use or disclosure not provided for by this Contract.
* Shall promptly report to the State any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, the Contractor shall mitigate any adverse effects of such a breach to the extent possible.
* Shall ensure that all its Contracted Personnel that receive PHI from or on behalf of the Contractor and/or the State agree to the same restrictions and conditions that apply to Contractor with respect to the use or disclosure of PHI.
* Shall make available to the State such information as the State may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
* Shall make PHI available to the State in order for the State to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the State, incorporate any amendments into the information held by its Contracted Personnel.
* Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from the State, or created and received by the Contractor on behalf of the State, to the State and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining the State’s compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto. Shall, upon termination of this Contract, at the option of the State, return to the State, or destroy, all PHI in its possession, and keep no copies of the information except as requested by the State or required by law. If the Contractor’s Contracted Personnel destroy any PHI, then the Contractor shall provide the State with documentation evidencing such destruction. Any PHI maintained by the Contractor shall continue to be extended the same as required by HIPAA and the State for as long as it is maintained. In the event of a material breach of Contractor’s obligations under this Section, the State may at its option, terminate this Contract according to the termination provisions within this Contract.

## Energy Star Requirements

The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) & the EPA. It is not mandatory that every device offered under this bid meet Energy Star Requirements but the bulk of the product line should be energy efficient. Bidder should identify those items which meet the Energy Star requirements on the Bidder Response Sheet.

# BID PROCEDURE AND INSTRUCTIONS

## Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you require information in an alternate format in order to respond to this bid or if you need accommodations at a bid opening/vendor conference, contact: Brian Klipstein (414) 227-4673.

## Calendar of Events

Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by posting an addendum to this RFB.

|  |  |
| --- | --- |
| DATE | EVENT |
| January 16, 2020January 24, 2020 9:30 a.m.January 30, 2020 2:30 p.m.February 3, 2020February 5, 2020 (Tentative)February 14, 2020 2:00 p.m.  | Date of Issue of the RFB.Pre-Bid Vendor Conference and/or Pre-Bid Site VisitPre-Bid Vendor Conference and/or Pre-Bid Site VisitDate Written Vendor Questions DueResponses to Questions PostedBids Due from Bidders |

## Questions

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the WisDOT contact person named below of such error and request modification or clarification of the bid document.

Communications or questions regarding the specifications, or special conditions of bid should be written and submitted as soon as possible, but no later than 2/3/2020. Questions may be emailed to the contact person listed below. Questions shall not be received nor addressed via telephone. WisDOT will respond to questions by issuing an official addendum. It is the vendor’s responsibility to monitor the posting website for addendum updates.

Correspondence and submitted documents must include the bid number RFB 510329 in the subject line and on the outside of envelopes/packages.

Submit in writing via email to: Brian Klipstein e-mail: brian.klipstein@dot.wi.gov

## Method of Bid

Bidder must submit a unit price and extended total for each item **and a total price as designated.** All prices must be quoted in U.S. Dollars.

Bidder must bid on the enclosed bid price sheet. [Alternate formats will be rejected.]

## Proprietary and Confidential Information

If the bidder designates any information in the bid as proprietary and confidential, the bidder must submit, in addition to the copies listed above, **one electronic copy** of the bid with all proprietary and confidential information redacted. This copy should be clearly marked “REDACTED COPY” and submitted in the package containing the original bid. The documents must be in MS Word, MS Excel or PDF format. The following are acceptable electronic devices: CD ROM, DVD ROM, flash drive or memory stick.

## Bid Response Requirements

Submit the completed original (marked as ORIGINAL) and one (1) copy (marked as COPY) of the following required materials so that your bid may be considered:

* Bidder Response Sheet, Attachment C
* Site Visit Verification sheet, Attachment D
* Bidder Request Form, Attachment E
* Method of Procedure, Attachment H
* Designation of Confidential and Proprietary Information, Attachement L
* Two (2) copies of complete specifications and descriptive brochure or detail for the product(s) bid
* Manufacturer’s/Bidder’s warranty statement
* Bid samples, documents, contact lists, and any other deliverables required of the RFB
	+ Electronic device containing an identical copy of the bid documents. The documents must be in MS Word, MS Excel or PDF format. The following are acceptable electronic devices: CD ROM, DVD ROM, flash drive or memory stick.
* Electronic device containing the redacted version of the bid documents, see section 5.5

Failure to provide the forms/information with your bid submittal may disqualify your bid. WisDOT encourages all bidders to print their submission double-sided to save paper.

## Bid Submission

Required materials (see section 5.6) shall be received for acceptance of their bid by the date and time listed on the Bid cover sheet. Bids received after that time and date will be rejected. Receipt of a bid by the State mail system does not constitute receipt of a bid, for purposes of this RFB. Use one of the options below for submission of the bid. Faxed bids are not accepted.

 ***U.S. Mail:*** ***UPS, Fed Ex, etc.:***

 Brian Klipstein Brian Klipstein

 WI Department of Transportation WI Department of Transportation

 433 W. St. Paul Ave Suite 300 433 W. St. Paul Ave Suite 300

 Milwaukee, WI 53203 Milwaukee, WI 53203

All bids are to be packaged, sealed, and show the following information on the **outside of the package. Failure to put this information on the outside of the package may delay routing to the correct room and person.**

* Bidder/Vendor's Name and Address
* Request for Bids Title: TMC Electrical Systems
* Request for Bids Number 510329
* Bid Due Date 02/14/2020 2 p.m.
* Attention: Brian Klipstein

**Because of building security, access to the WisDOT is restricted and may cause delay if hand delivering your bid. To ensure bids are received timely, bidders are recommended to schedule an appointment a minimum of 24 hours before bids are due for all hand deliveries.**

## Multiple Bids

Multiple bids from a Bidder will be allowed, however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

## Incurring Costs

The State of Wisconsin is not liable for any cost incurred by a bidder in the process of responding to this RFB.

## Wisconsin Public Records Law

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise bidder/contractor of any request for records it has designated as proprietary or confidential.

# BID OPENING, ACCEPTANCE AND AWARD

## Bid Opening

Bids will be opened on the date and time listed herein. Names of the bidders will be read aloud at that time.

## Bid Acceptance

WisDOT shall review all materials submitted in response to this bid in an identical manner to determine specification compliance. Bids which do not comply with specifications contained in this RFB may be rejected by the State. The State retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the specifications contained in this RFB.

## Basis for Bid Awards

Awarding contracts and rejecting bids are public actions and the procuring agencies performing these functions are guided by the course of action that best promotes the public interest. It is the duty and authority of the procuring agency to exercise good judgment, due diligence, and to honestly and fairly determine the lowest responsible bidder(s).

## Method of Award

Award(s) shall be made on the basis of the lowest **total cost** from a responsive, responsible bidder(s) who meets specifications.

Timeliness of delivery may be considered when determining this award.

Volume discounts shall not be considered when determining award. However, they shall apply to orders issued on this contract.

## Receiving and Acceptance of Purchased Goods and Services

Unless otherwise specified in a contract, acceptance is a manifestation of assent by an agency to the terms, services, deliverables or other items offered by the contractor, after inspection. If an agency does not accept that a service has been satisfactorily performed by a contractor, it will notify the contractor immediately and document the cause for non-acceptance.

## Minority Business Enterprise / Disabled Veteran Owned Business Participation

Wisconsin statutes support purchasing goods/service from state certified Minority Business Enterprises (MBEs) and Disabled Veteran-owned Businesses (DVBs) located in Wisconsin. The Wisconsin Department of Transportation is committed to the promotion of state certified minority and disabled veteran-owned businesses in the State’s purchasing program.

An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 560.036(2). Authority for the Minority Business Enterprise (MBE) program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

A DVB means a business certified, or certifiable, by the Wisconsin Department of Administration (DOA), Wisconsin Supplier Diversity Program under Statute 16.283 (3). "Disabled veteran" means a person who is verified by the Department of Veterans Affairs as being all of the following at the time the person applies for certification:

1. A veteran as defined in s. 45.01(12),
2. A resident of this state, and
3. A person who is in receipt of an award from the U.S. Department of Veterans Affairs of a service–connected disability rating under 38 USC 1114 or 1134 of at least 30%.

Bidders who feel that they qualify, should seek certification from the Wisconsin Department of Administration, Wisconsin Supplier Diversity Program. Details of program certification are located at: <https://wisdp.wi.gov/>

Bidders are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified MBEs and DVBs and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 6% of the contract cost to such enterprises (5% MBEs, 1% DVB).

Bidders must submit the attached **WisDOT MBE / DVB Program Awareness, Compliance & Action Plan (Attachment A)** indicating their proposed utilization of state-certified minority businesses for this contract. Contact the State’s Minority Business Manager for assistance in locating certified firms at (608) 267-9550. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site: <https://wisdp.wi.gov/Search.aspx>.

Monthly reports (Attachment B) are requested to be submitted to WisDOT’s Purchasing Unit via email to DOTCentralPurchasing@dot.wi.gov, itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous contract month. The D~~e~~partment reserves the right to verify with listed firms their involvement as subcontractors or second-tier suppliers.

## Appeals Process (Services Over $50,000 Only)

The appeals process applies only to those requests for bids for services that result in a contract greater than $50,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Craig Thompson, Secretary, Wisconsin Dept. of Transportation, 4822 Madison Yards Way, PO Box 7910, Madison, WI 53705, phone number 608-266-1114, facsimile number 608-266-9912, and received in his office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Wisconsin Dept. of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin Statute or a provision of the Wisconsin Administrative Code.

## Terms and Conditions

The Standard and/or Supplemental Terms and Conditions provided with this document represent the terms and conditions which will apply to this contract. Vendors may not submit their own contract document as a substitute for these terms and conditions.

## Contract Cancellation

This Contract may be terminated by either party under the following conditions:

1. Please review section 13.0 and 24.0 of the Standard terms and Conditions of Bid. WisDOT may terminate the contract at any time at its sole discretion by delivering 10 working days written notice to the Contractor.

If the problem is service performance, Contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor may be given a period of time to ‘cure’ the performance. If the performance does not improve Contractor will be given 10 working days’ written notice that the contract will be cancelled. WisDOT shall be the sole judge on service performance.

**Upon termination, WisDOT’s liability will be limited to the pro rata cost of the services performed as of the date of termination.**

1. In the event the Contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the WisDOT Contract Manager not less than 60 days prior to said termination. The Contractor will, in turn, refund the Department, within 30 days of said termination, all payments made hereunder by the Department to the Contractor for work not completed.
2. WisDOT has the right to cancel and terminate the Contract without notice if at any time the Contractor (including Subcontractors) performance threatens the health, safety, and/or security of WisDOT or the general public.
3. WisDOT has the right to cancel and terminate the Contract without notice if the Contractor fails to maintain and keep in force the insurance as provided in #23.0 of the Standard Terms and Conditions.
4. WisDOT has the right to cancel and terminate the Contract without notice if the Contractor fails to maintain and keep in force required certificates, permits, and licenses.
5. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, WisDOT has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar days notice in writing of such termination.
6. WisDOT must seek approval of the State Use Board prior to termination of a Work Center.

## Certification for Collection of Sales and Use Tax

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or Contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

# Attachments

Attachment A DVB/MBE Program Awareness, Compliance and Action Plan

Attachment B DVB/MBE Monthly Participation Report

Attachment C Bidder Response Sheet

Attachment D Site Visit Verification

Attachment E Bidder Required Form

Attachment F Plan Set

Attachment G Specifications

Attachment H Method of Procedure

Attachment I Standard Terms and Conditions

Attachment J Supplemental Standard Terms and Conditions for Procurements for Services

Attachment K Itemized Bid Price Sheet

Attachment L Designation of Confidential and Proprietary Information

**Attachment A**

**WisDOT MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM**

**DISABLED VETERAN-OWNED BUSINESS (DVB) PROGRAM**

**AWARENESS, COMPLIANCE and ACTION PLAN**

As a matter of sound business practice, the Wisconsin Department of Transportation is committed to “supply diversity” by promoting the use of minority business and disabled veteran-owned business whenever and wherever possible. Additionally, as an agency of the State of Wisconsin, WisDOT shares in the state goal of placing five (5) percent of its total annual purchasing dollars with state-certified minority and disabled veteran-owned businesses.

State of Wisconsin procurement policy provides that Minority Business Enterprises (MBE) and Disabled Veteran-owned Businesses (DVB) certified by the Wisconsin Department of Administration should have the maximum opportunity to participate in the performance of its contracts/projects.

You, as a contractor, are strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs and DVBs by using such enterprises to provide goods and services incidental to this agreement (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises.

**Authority for these programs is found in Wisconsin Statutes 15.107(2), 16.283(3), 16.75(3m), 16.755 and 560.036(2), and details about the program can be found at:** <https://wisdp.wi.gov/>.

A complete listing of certified minority businesses, as well as the services and commodities they provide, is available on the web at: <https://wisdp.wi.gov/Search.aspx>

Monthly reports are requested to be submitted to the Department of Transportation Purchasing Unit, itemizing the costs of services and goods provided by certified firms. Reports should state the costs for the previous contract/project month.

**Your complete response on the following form must address the following components of your company’s/organization’s commitment/action plan:**

1. Indication that you understand the **WisDOT’s goal,**
2. Listing of any **MBE/DVB vendors with which you intend to subcontract,**
3. Description of the various **second tier MBE/DVB expenses** (goods and services procured that are incidental to the contract/project; *examples are*: specific office supplies to perform the contract, percentage of cost for uniforms for contract staff, travel to perform the contract/project, percentage of facility maintenance services for your facility used directly by your staff during the contract/project period) your company/organization will be able to report that are in direct connection with the administration of this contract,
4. **Statement expressing your commitment** to complete the required monthly reports that will reflect your subcontracts and second-tier expenditures for the period.

For information on WISDOT’s Supplier Diversity Program, please email: DOTTIPSCOrrespond@dot.wi.gov or visit the website at: <http://wisconsindot.gov/Pages/doing-bus/purchasing/suply-dvrsty/default.aspx>

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ATTACHMENT A WisDOT MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM****DISABLED VETERAN-OWNED BUSINESS (DVB) PROGRAM****AWARENESS, COMPLIANCE and ACTION PLAN** **Complete, sign, and include in your bid response.**Failure to complete this form as a component of your bid may result in rejection of your bid.

|  |  |  |
| --- | --- | --- |
| Our company/organization is a Wisconsin-certified Minority Business Enterprise (MBE)Our company/organization is a Wisconsin-certified Disabled Veteran-owned Business (DVB) | ⬜ Yes⬜ Yes  | ⬜ No⬜ No |
| Our company/organization is a minority business but has not yet received Wisconsin certification (please provide details): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Our company/organization is a disabled veteran-owned business but has not yet received Wisconsin certification (please provide details): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ⬜ Yes⬜ Yes  | ⬜ No⬜ No |
| We are aware of the WisDOT’s goal to spend at least 5% of their total annual purchasing dollars with state-certified MBE /DVB firms. | ⬜ Yes  | ⬜ No |
| We are aware that if awarded this contract/project our company/organization will provide monthly or quarterly reports to WisDOT reporting all expenditure activity directed to MBE/DVB subcontractors or second-tier MBE/DVB suppliers that directly relate to this contract. (Any non-certified minority or non-certified disabled veteran-owned businesses could be a potential subcontractor/second-tier supplier--indicate these on your plan. WisDOT will work with those businesses for possible certification.) | ⬜ Yes  | ⬜ No |
| **Subcontractors:** Our company/organization intends to subcontract at least 5% dollar volume with certified MBE/DVB firms listed below (names, addresses, telephone numbers): | ⬜ Yes  | ⬜ No |
|  |
|  |

**Second-tier Suppliers:** In addition to direct subcontracting efforts, your company/organization can help WisDOT achieve the 5% goal by managing your second-tier MBE/DVB purchases. Second-tier business refers to incidental business expenses your company may spend with Wisconsin-certified MBE/DVB firms as it pursues the normal course of business supplying the WisDOT-contracted products or services. Here are some *examples*:* Percentage of your office supplies specifically used during the course of this contract/project.
* Percentage of uniform costs for staff performing this contract/project.
* If you travel to perform this contract/project, you could use a state-certified MBE travel agency and report that expense.
* Percentage of facilities maintenance services for facility(ies) directly used by your staff during the course of this contract/project.

These second-tier expenses can only be reported to the extent that they directly relate to your business with WisDOT. The percentage of the expense you can report is determined by the amount of your WisDOT sales as it relates to your total sales volume. Per the terms of your contract, you should actively pursue directing business towards these types of companies, and report your efforts in this regard on a monthly basis. \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*In paragraph form, describe your company/organization’s commitment/action plan with regard to the planned use of state-certified MBE/DVB businesses in subcontracting efforts, as well as developing MBE/DVB second-tier suppliers. Please list your specific commitments (attach sheet, if necessary).

|  |
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SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment B MINORITY BUSINESS ENTERPRISE

DISABLED VETERAN-OWNED BUSINESS

MONTHLY PARTICIPATION REPORT

Wisconsin Department of Transportation

DT1230 8/2006 s.16.75(3m) Wis. Stats.

Instructions: Complete and submit to Wisconsin Department of Transportation by the 10th of each month.

|  |  |
| --- | --- |
| Return via FAX to:ORReturn via e-mail to: | 608-267-3609, ATTN: WISDOT Purchasing Supplier Diversity CoordinatorDOTTIPSCOrrespond@dot.wi.gov |

|  |  |  |  |
| --- | --- | --- | --- |
| Report Date | Contract / Purchase Order #  | Time Period Covered by Report |  |
|       |       | [ ]  Monthly: |       | through |       |
|  |  |   |  |  |  |

|  |
| --- |
| Project Name / Contract Title      |
| Prime Vendor / Contractor Name      | Federal Employer Identification Number – FEIN      |

|  |  |  |  |
| --- | --- | --- | --- |
| Contractor Name, Address and Telephone NumberIndicate if MBE or DVB | Product / ServicePurchased | Subcontract$ Amount | Second Tier$ Amount |
|       |       |       |        |
|       |       |       |        |
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If no business was awarded to Minority Business Enterprises (MBE) or Disabled Veteran-owned Business (DVB) for this period, please describe the efforts made to encourage their business participation.

I certify that the information contained on this report is true and correct.

I also certify that I am an authorized representative of the above-identified Prime Vendor / Contractor.

|  |  |  |
| --- | --- | --- |
|  |  |       |
|  |  | (Prime Vendor/Contractor Authorized Representative Name)      |
|  |  | (Title) |

**Attachment C Numbering will change with each final version**

BIDDER RESPONSE SHEET

NOTE: THIS FORM SHOULD BE RETURNED WITH YOUR BID RESPONSE SECTION NUMBERS IDENTIFIED CORRESPOND TO THOSE SHOWN IN THE SPECIAL CONDITIONS OF BID. Please Reference Section 2.

 YES NO

1. Bidder is an original manufacturer authorized distributor or dealer.
2. Bidder is an original manufacturer authorized distributor or dealer
with repair capabilities for the product.
3. Bidder has provided references as required.
4. Bidder has been in this business the required term.
5. Bidder has quoted maintenance beyond the warranty.
6. Bidder provides on-site, in-store, or depot repair service.
7. Bidder shall have adequate and skilled staff to ensure quality and

effectiveness of performance for this contract.

1. Bidder will provide instructions as required.
2. Bidder will report purchases as required.
3. Bidder will warranty service or parts they provide.
4. Bidder will honor manufacturer’s warranty.
5. Bidder will provide Certificate of Insurance if awarded the contract.
6. Bidder must provide proof of, and will maintain current certificates, permits,

and licenses.

1. Bidder understands and will comply with background check process.
2. Bidder can meet delivery requirement.

If not, please state delivery time \_\_\_\_\_ days ARO

1. Please indicate your estimated delivery time in
calendar days ARO
2. Bidder understands that failure to meet the contracted delivery date may result

in cancellation of order/award.

1. You are bidding all prices FOB Destination, freight included

If not, please specify.

1. Bidder will provide samples/demonstration, if requested.
2. Bidder will provide a monthly report of purchases from state-
certified minority business enterprises and state-certified
disabled veteran owned business enterprises.
3. Bidder will comply with terms on subcontracting.
4. Bidder will hold pricing firm the required term.
5. Bidder agrees to accept State of Wisconsin purchase order or
purchasing card (P-Card) for placement of orders.
6. Bidder understands invoice requirements.
7. Bidder complies with return policy. If not, state your return policy in detail
8. Bidder agrees to terms regarding duplicates and over shipments.
9. Bidder agrees to terms regarding contract cancellation.
10. Bidder agrees to terms regarding liquidated damages.
11. Bidder agrees to terms of employee identification while working on WisDOT property
12. Bidder agrees to terms regarding audit requirements.
13. Bidder understands and agrees to terms for collection of sales and use tax.
14. Bidder understands and agrees to terms for debarment.
15. Bidder understands and agrees to the confidentiality clauses.
16. Bidder has completed and returned all forms required.
17. Bidder has completed and provided a schedule of project milestones
18. Bidder has completed and returned the Method of Procedure
19. Bidder agrees that all services provided under this contract must be performed

in the United States

 Company Name (print or type) Bidder's name & title (print or type)

 Bidder’s Signature Date

###### **Attachment D**

###### SITE VISIT VERIFICATION

***(*must*be completed, signed, and submitted with bid)***

**THIS IS TO CERTIFY THAT**

 Company/Organization Name

**HAS VISITED THE FACILITY AND UNDERSTANDS THE SPECIFICATIONS AND ALL CONDITIONS OF BID.**

Signed by:

 (Vendor Signature)

Printed Name & Position Title:

Date:

Signature of authorized WisDOT Employee:

Printed Name:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_