



Wisconsin State Salt Bid 2022/2023

Request for Bid (RFB)

#510464

Issued by:

The State of Wisconsin
Department of Transportation

Questions Due by:

April 4th, 2022 by 4:00pm CDT

Bids Due by:

April 19th, 2022 by 12:00pm CDT (Noon)
Bids must be submitted in eSupplier

For further information regarding this RFB, contact:

Sally.Maier@dot.wi.gov

**SPECIAL CONDITIONS OF BID
TABLE OF CONTENTS**

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE #</u>
1	GENERAL INFORMATION AND SCOPE	6
1.1	DEFINITIONS.....	6
1.2	SALT DELIVERY CATEGORIES	6
1.3	CONTRACT TERM	7
1.4	COOPERATIVE PURCHASING/VENDOR AGREEMENT.....	7
2	BIDDER QUALIFICATIONS AND REQUIREMENTS	7
3	SPECIFICATIONS	8
3.2	TREATED ROCK SALT SPECIFICATIONS - ALTERNATIVE	9
4	SPECIAL TERMS AND CONDITIONS.....	11
4.1	DELIVERY.....	11
4.2	SALT STORAGE BY THE SUPPLIER.....	14
4.3	FREIGHT CHARGES.....	14
4.4	INSURANCE REQUIREMENTS	14
4.5	PERFORMANCE BOND.....	16
4.6	SUBCONTRACTING OR THIRD-PARTY PAYMENTS.....	17
4.7	LIQUIDATED DAMAGES.....	17
4.8	FIRM PRICES.....	19
4.9	INVOICING REQUIREMENTS	19
4.10	REPORTING REQUIREMENTS.....	19
4.11	ORDER OF PRECEDENCE.....	20
4.12	SUPPLIER MAJOR STRUCTURAL CHANGE	20
5	BID PROCEDURE AND INSTRUCTIONS	20
5.1	REASONABLE ACCOMMODATIONS	20
5.2	CALENDAR OF EVENTS.....	20
5.3	QUESTIONS.....	20
5.4	METHOD OF BID	21
5.5	PROPRIETARY AND CONFIDENTIAL INFORMATION	21
5.6	ELECTRONIC BID SUBMISSION (REQUIRED).....	21
5.7	BID RESPONSE REQUIREMENTS	22
5.8	BID SUBMISSION	22
5.9	INCURRING COSTS	23
5.10	WISCONSIN PUBLIC RECORDS LAW	23
5.11	WISCONSIN ESUPPLIER REGISTRATION (REQUIRED).....	23
6	BID OPENING, ACCEPTANCE AND AWARD	23
6.1	BID OPENING	23
6.2	BID ACCEPTANCE	23
6.3	METHOD OF AWARD.....	23
6.4	MINORITY BUSINESS ENTERPRISE / DISABLED VETERAN OWNED BUSINESS PARTICIPATION	24
6.5	TERMS AND CONDITIONS	25

6.6	CONTRACT CANCELLATION	25
6.7	CERTIFICATION FOR COLLECTION OF SALES AND USE TAX	26
7	ATTACHMENTS.....	26

DOA-3832

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

Attachment B - DVB/MBE Monthly Participation Report

Attachment C – Supplier Data Sheet

Attachment D – Depot Distribution Site Service Form

Attachment E – Treated Rock Salt – Alternative Product Pricing

Attachment F – Price Sheet

Sample of Form DT2208

1 GENERAL INFORMATION AND SCOPE

The Wisconsin Department of Transportation (WisDOT or DOT), through its Purchasing Unit (Purchasing), requests bids to establish a contract for the purchase of road salt for statewide use.

WisDOT will be procuring salt for all winter maintenance uses for both county and local governments in Wisconsin to provide road salt for the safety of the traveling public on Wisconsin roadways.

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.

1.1 Definitions

The following definitions are used throughout the RFB documents:

Agency: The Wisconsin Department of Transportation

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

Contractor/Supplier: Bidder awarded the contract

Department: The Wisconsin Department of Transportation

DOT or WisDOT: The Wisconsin Department of Transportation

Purchaser: WisDOT or any entity in Wisconsin buying salt under these bid terms

Road Salt: Rock salt to be used for winter maintenance purposes

State: The State of Wisconsin

1.2 Salt Delivery Categories

WisDOT guarantees to purchase the quantities indicated on the Bid Price Sheet for the Early Fill and Seasonal Fill categories.

- A. **Early fill** -Delivery dates are at the discretion of the Supplier with proper notice to the Purchaser (see Section 4.1.1-C Timing of Delivery), and 75% of the early fill delivery must be completed to each location by the 3rd Friday in November of the contract term. 100% of the early fill must be completed by the 1st Friday in December of the contract term. Supplier is guaranteed 100% of the quantity bid as early fill will be purchased. Supplier is obligated to deliver 100% of the quantity bid as early fill. If early fill delivery is not completed by the 1st Friday in December of the contract term, and a later date has not been mutually agreed to, in writing, between Supplier and Purchaser, the Purchaser may procure the salt from alternate sources. Any additional costs to Purchaser for such alternate procurement shall be the liability of the Supplier and may result in the Purchaser invoking the performance bond, certified check, or irrevocable letter of credit. The Purchaser is obligated to accept delivery of early fill salt upon proper notification by Supplier (see Section 4.1-C Taking Delivery). When the Supplier has made a good faith effort to establish delivery dates and make delivery arrangements, and the Purchaser declines delivery without a later delivery date having been mutually agreed to, the Supplier can request compensation under Section 4.7-J "Purchaser's non-performance" herein.

Winters in northern counties begin as early as October. Therefore, the Supplier shall deliver at least 25% of the WisDOT early fill to the following northern counties no later than the 3rd Friday in October of the contract term. (Ashland, Barron, Bayfield, Burnett, Douglas, Florence, Forest, Iron, Lincoln, Langlade, Marinette, Menominee, Oneida, Polk, Price, Rusk, Sawyer, Taylor, Vilas, and Washburn.) Delivery to non-Department facilities in these northern counties will only be required if the municipality requests the early deliveries of the required 25% on their DT2208.

Please note that some counties on the Price Sheet (attachment F) have a quantity in the Early Fill column only – no seasonal or vendor reserve quantities are on that line. The locations with Early Fill Only bid lines are listed here:

- | | | | |
|----|----------------------------------|----|-----------------------------------|
| 1. | Forest – NC region (Line # 3A) | 7. | Grant – SW Region (Line #61A) |
| 2. | Iron – NC region (Line # 5A) | 8. | La Crosse – SW Region (Line #66A) |
| 3. | Racine – SE region (Line #33A) | 9. | Richland – SW Region (Line #69A) |
| 4. | Ashland – NW region (Line #37A) | | |
| 5. | Buffalo – NW region (Line #40A) | | |
| 6. | Crawford – SW Region (Line #58A) | | |

These counties will have two lines (A and B) on the Price Sheet.

Line A is the bid line only for Early Fill for Purchasers who choose the Early Fill Only option.

Line B is for all other entities in the county who did not choose the Early Fill Only option.

- B. **Seasonal fill** -Delivery dates are at the request of the Purchaser, but delivery must be completed by April 30th of the contract term. Supplier is guaranteed 100% of the quantity bid as seasonal fill will be ordered.
- C. **Vendor Reserve** - Delivery dates are at the request of the Purchaser, but delivery must be completed by April 30th of the contract term. Supplier must be able to supply the vendor reserve quantity bid during the term of the contract. The Purchaser may purchase all or part of the vendor reserve salt but is under no obligation to purchase any of it.

1.3 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.

The initial term of this contract shall be July 1, 2022 through April 30, 2023, with three (3) one-year renewal term options by mutual consent. Any extension beyond the renewal options must be authorized by mutual agreement of the Supplier and WisDOT.

1.4 Cooperative Purchasing/Vendor Agreement

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 this section of form DOA 3832. Additional units may be purchased by agreeing to extend the contract to other state agencies and municipalities.

2 BIDDER QUALIFICATIONS AND REQUIREMENTS

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

- a. Attachment C - Supplier Data Sheet must be completed in detail and be included in the bid. Incomplete detail may be cause for rejection of the bid. Before the award of a contract, the contract administrator shall be satisfied that the information on the Supplier Data Sheet satisfactorily qualifies the bidder. It is the responsibility of the bidder to acquaint the contract administrator with satisfactory data if required.

Comply Does Not Comply

- b. Bidder must supply references of 3 firms to which similar products have been provided. WisDOT employees must not be listed as references. If contacted, all references must verify that a high level of satisfaction was provided.

Comply Does Not Comply

- c. Awarded Supplier must provide WisDOT Purchasing proof of purchase of a Performance Bond- See Section 4.5.

Comply Does Not Comply

- d. Awarded Supplier must provide a single email address that can be used for submitting salt requests via form DT2208.

Comply Does Not Comply

- e. Awarded Supplier must provide WisDOT Purchasing with evidence of insurance. See Section 4.4.

Comply Does Not Comply

3 SPECIFICATIONS

The following specifications are minimum acceptable requirements. The material specified is rock salt to be used for winter road maintenance purposes. Bid specifications may not be revised without an official written addendum issued by Purchasing.

3.1.1 Chemical and mixture specification

- A. The rock salt shall be comprised of no less than ninety-five percent sodium chloride by weight.
- B. The delivered product at the time of delivery at a requested destination shall contain no more than two percent moisture. (ASTM E-534)

3.1.2 Physical Specifications

- A. The delivered product shall conform to the American Society of Testing Materials Specification, Designation: D-632, 5.1.1 (Type I, Grade 1) when tested by means of laboratory sieves as follows:

Sieve Size	Percent by Weight of Material Passing
3/4" (19.05 mm)	100
1/2" (12.5 mm)	98 to 100
3/8" (9.5 mm)	95 to 100
No.4 (4.75 mm)	20 to 90
No.8 (2.36 mm)	10 to 60
No.30 (600 μm)	0 to 15

- B. The delivered product at the time of delivery at a requested destination shall be free flowing with sufficient non-caking additive incorporated into the mixture to keep it free flowing.

3.1.3 Test Materials

The Department reserves the right to test material stored in stockpiles or indoors at distribution depots for compliance with chemical, mixture and physical specifications prior to awarding a contract. Any such

tests would be conducted during normal working hours and could be conducted throughout the term of the contract. Material found to not meet chemical, mixture, or physical specifications may be rejected. The Department test results are final.

3.1.4 Unloading Equipment

Unloading equipment, if any, used at a delivery destination shall be capable of placing unloaded material a minimum of fifteen feet from the discharge gate of the hauling unit to a height not less than ten feet.

3.1.5 Foreign Material

Product shall be free from any foreign material at the point of delivery. Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection. Any residue materials used in the production of the product or any oversized materials found in the delivery order may be cause for rejection.

3.1.6 Additional Salt

In the event that all early, seasonal, and vendor reserve salt has been exhausted for any county, WisDOT reserves the right to contact the Supplier for that county to procure additional salt at a negotiated mutually agreed price. If the Supplier for that county is unable to provide the additional salt or the Supplier's pricing is higher than the next lowest bidder's original RFB pricing, WisDOT may contact next lowest bidder from the original RFB until the additional salt can be provided.

3.1.7 NEW OR DELETED ITEMS

WisDOT reserves the right to add new products to this contract based on technology changes or changes to standards unknown at the time of this bid. In the event the contract renewal is exercised, WisDOT may negotiate with the Supplier to add new municipality(ies) to the contract. Supplier(s) prices must be comparable to current contract pricing for like products. Supplier should promptly notify Winter Maintenance Engineer of new or discontinued products.

3.2 TREATED ROCK SALT SPECIFICATIONS - ALTERNATIVE

The requirements identified in this section represent the treated rock salt, alternative product. The alternative product will be an optional material that may be used in the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by Purchasing.

Bidders are to provide adequate detailed specifications of the alternative product offered to establish equivalency and to ensure the minimum specifications are met. The WisDOT Winter Maintenance Engineer or designated representative will be the sole judge of acceptability.

Definition

For definition purposes, TREATED rock salt is defined as follows:

TREATED rock salt is a mixture of Regular Road Salt, Type I, Grade I, ASTM-D632 - blended with a Clear Roads approved product deicing use. The deicing product will also contain an agricultural processing residue or an alternative PNS approved agent that will depress the effective working temperature and decrease corrosiveness of the overall compound as well as prevent leaching of the treating solution.

Agriculture Processing Residue Products (APRP) is the concentrated liquid residues from the processing of grains and other agricultural products. They are derived from the processing of agricultural raw materials, primarily corn and beets. The liquid residues are typically combined with chloride solutions and/or rock salt

and the resulting mixture is applied to road surfaces and bridge decks for the purpose of anti-icing or de-icing.

TREATED rock salt furnished under this Contract shall meet requirements as outlined in the specifications below:

Anti-caking agents are not required in regular road salt that is used for TREATED rock salt.

Regular Road Salt – Type I, Grade I, ASTM-D-632 for TREATED Rock Salt

3.2.1 Requirements

The quality and grading of the salt shall conform to ASTM-D-632 for Type 1, Grade 1 material. At the time of blending, the salt shall not contain more than 1.5 percent moisture, and it shall be free of lumps, aggregations, foreign matter and be free flowing. The sodium chloride content shall be a minimum of 95.0%.

3.2.2 Pre-Treatment Agent

The liquid deicer that is applied to the Regular Road Salt defined above must meet the following specification.

3.2.2.1 Clear Roads

The pre-treatment agent used for TREATED rock salt shall be on the Clear Roads Qualified Products List (QPL)

3.2.2.2 Corrosivity

The pre-treating agent shall have a corrosion value at least 70% less than that of Sodium Chloride when tested by the National Association of Corrosion Engineers Standard TM-01-69 as modified by Clear Roads.

3.2.2.3 Sodium Chloride

The resulting treated salt shall be not less than 91.2% Sodium Chloride. The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6)

3.2.2.4 Application Rate

One (1) ton of salt mixed with seven (7) gallons plus or minus (+/-) one-half (1/2) gallon of Clear Roads approved pre-treating liquid. The application rate shall be tested in accordance with the Treated Salt - Liquid Treating Agent Content (modified Clear Roads -Test Method CIA").

3.2.2.5 Leaching

Properly stored product (covered or inside) shall not have objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.

3.2.2.6 Moisture Content

At the time of delivery to WisDOT, the moisture content shall be less than 4.0% when tested by the Rock Salt Microwave Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534).

3.2.2.7 Color

Treated rock salt product shall be colored in such a way to differentiate it from untreated rock salt.

3.2.3 Testing

At its discretion, WisDOT may test and inspect material from Supplier's stockpile prior to delivery. WisDOT may also test and inspect material at the Supplier's stockpile when so requested by the Supplier on material to be delivered to the various delivery points covered in this Contract. WisDOT will make every practical effort to meet this request. If not practical, or if insufficient lead time prevents pre-inspection, the TREATED rock salt will be inspected at the delivery point

All TREATED rock salt delivered to the various delivery points is subject to final inspection, as delivered, at the discretion of the local agency field personnel.

When inspected at the delivery point, the TREATED rock salt shall conform to the Product Specifications subject to the following modifications:

- Any delivered TREATED salt that fails to meet specification requirements may be rejected. If the urgency of circumstances makes it necessary, the Department may accept the salt and make payment in accordance with the schedule of deductions listed below.
- TREATED rock salt that is rejected and not used shall be removed by the Supplier and immediately replaced with product that conforms to specification at no additional cost to the Department.

4 SPECIAL TERMS AND CONDITIONS

4.1 Delivery

- A. Documentation: The required method for Purchaser, Supplier or Supplier's subcontractor to use in making arrangements for delivery is the form DT2208. Supplier or Supplier's subcontractor response to the receipt of form DT2208 from Purchaser must be followed by email confirmation within 48 hours by both parties using form DT2208 as documentation for reconciliation.
- B. Locations: When requesting delivery, the Purchaser shall provide the Supplier a list of destinations in priority order for delivery, delivery dates, time of day, number of tons requested for each destination and the hours available for delivery to be made. The Supplier must accept the requested delivery terms or negotiate alternative delivery terms and confirm the agreed upon terms within two days of receiving the request for delivery. Confirmation shall be by email to the contact person listed on form DT2208. If the Purchaser does not supply the DT2208 form the Supplier is under no responsibility to meet the 10-business day delivery window.

The Supplier shall supply salt to each unit of government listed as a participating municipality in this request for bid. The Supplier shall supply the guaranteed purchase and the non-guaranteed quantity (shown as vendor reserve) under the same delivery and price terms to all units of government as bid to the Department, unless a separate line number and unit price was identified on the price sheet in Attachment H.

- C. Taking Delivery: When intending to deliver guaranteed early fill salt the Supplier must arrange with the Purchaser to take delivery by giving the Purchaser a 10-business day notice of intent to deliver. The Purchaser must acknowledge the notice using form DT2208. The Supplier must confirm delivery arrangements by email to the Purchaser's contact person. Early fill orders (DT2208) must be completed by October 1st of the contract term. Early fill salt ordered after October 1st may not be guaranteed by the delivery dates outlined in section 1.2-A.

4.1.1 Delivery Requirements

- A. Truck Size: Delivery shall be made using end dump trucks and/or trailers of a size that will enter a building with a door ten-feet wide and twelve feet high.
- B. Covered Loads: Each delivery vehicle, at all times between loading and unloading, shall have a tight waterproof covering over the entire load such that rain or snow melt flows outside the cargo box. Penalties may apply for uncovered loads regardless of weather conditions- see the liquidated damages section of this document.
- C. Timing of Delivery: Deliveries to destinations requested by Purchaser shall commence within five business days and be completed within ten business days from the date agreed upon under Section 4.1 above unless other arrangements are agreed to in writing. If the Purchaser does not supply the DT2208 form the Supplier is under no responsibility to meet the 10-business day delivery window. Requested delivery dates must be supplied to the Supplier for seasonal fill and vendor reserve. Failure to deliver within the time specified may result in procurement from alternate sources. Additional costs to Purchaser due to procurement from alternate sources shall be the liability of the Contractor and may result in invoking the performance bond, certified check, or irrevocable letter of credit. This section (C) does not apply to Early Fill salt deliveries.
- D. Delivery Hours: All deliveries shall be made at the destination requested by the Purchaser and in the sequence specified on form DT2208 between the hours of 7:30 AM and 3:30 P.M., excluding Saturdays, Sundays, and holidays, unless other arrangements are agreed to, in writing, by authorized representatives of the Supplier and Purchaser.
- E. Number of truckloads: Unless other arrangements are agreed to, in writing, by authorized representatives of the parties, deliveries, once begun at a given delivery location covered on a delivery request, shall be continuous at a rate averaging three (3) trucks per hour with no more than 90 minutes between any two deliveries to that delivery location. If delivery to a given location is not complete upon the last delivery of the day, the Supplier shall make arrangements with the Purchaser when deliveries to the given location shall resume at the same rate described in this section.
- F. Scale tickets required: All truck deliveries shall be documented by legible delivery ticket(s) (also called a scale ticket) for each load. The ticket(s) must contain the following information:

1. The name of the trucking firm making delivery.
 2. The gross, tare, and net weights of the delivered load. Gross weights shall not exceed statutory truck weight limits. Weight information shall be imprinted on the delivery ticket by means of an indelible recording device or typed registering beam.
 3. The delivery date.
 4. The signature or mechanically imprinted name of the person responsible for weighing the load.
 5. If a conveyor, slinger, or other equipment provided by the Supplier is used in the delivery of a load, its use must be noted on the delivery ticket and the use specifically acknowledged in writing on the ticket by the person accepting the delivery.
 6. If a scale ticket has the potential to be assessed a "liquidated damage", the Purchaser must write on the ticket (so that it shows up on all copies of the ticket) appropriate words such as, "Sampled", or "Sampled for Moisture", or "Sampled for gradation", or "Foreign Materials" or "Not Tarped", or other related language.
- G. Signing Scale tickets: Originals and duplicate copy(ies) of the delivery tickets shall be signed by the person accepting the delivery when delivery is made. At least the original shall be retained by the person accepting delivery on behalf of the department or the participating municipality. One signed copy shall be available from the Supplier for inspection by the Department or participating municipality during the contract term or until final payment is made.
- H. Verifying the weight: The Department reserves the right to itself and its representatives to require the hauling vehicle gross or tare weight or both listed on the delivery ticket to be validated at a certified scale located at a point in the destination county for the load. This location will be designated by the receiving party unless a location outside the destination county is mutually agreed upon by the parties.
- I. Maximum daily capacity: Maximum tons any location can receive per day are listed on the DT2208 form. Deliveries above the maximum to any location cannot be made without consent from the Purchaser.
- J. Over Delivery: When salt deliveries exceed 50 tons over the contracted amount, the vendor/Supplier will be required to weigh and pick up the additional salt delivered. The returned salt will then be credited back to the department or local municipality. It is at the discretion of the state or the local municipality if they want to keep and pay for the over-delivered salt. This section (J) does not apply to Early Fill salt.

4.1.2 Delivery Modifications

- A. The Purchaser or its designated representative and the Supplier may upon written agreement modify the requirements to be less restrictive than stated herein.
- B. In the event of inclement weather, the business day requirements under 4.1.1-C herein may be lengthened by the Purchaser upon the written request of the Supplier.
- C. When the Purchaser and the Supplier mutually agree in writing to modify any delivery requirement, the modified requirement supersedes all prior statements of that delivery requirement for the purpose of taking liquidated damages by the Purchaser.
- D. If the Supplier falls behind on deliveries and the reason is due to trucking shortages, the Department reserves the right to pick the salt up directly from the depot at the pick-up price at an agreed upon price. When trucking shortages exist regionally (by depot) or statewide, the vendor/Supplier shall waive the pick-up price, in writing or email, to the Purchaser and ask for assistance with delivery. Additionally, a

trucking credit may be applied to the invoice(s) which will be calculated using actual costs for labor and equipment rates as shown in [Chapter 2-25-50](#) of the WISDOT Highway Maintenance Manual.

4.2 Salt Storage by the Supplier

- A. On or before December 31st of the contract term, all guaranteed tons awarded to the low bidder that remain undelivered shall be stored in Wisconsin or at:

- | | |
|---------------------|----------------------|
| (1) Minneapolis, MN | (2) Saint Paul, MN |
| (3) Winona, MN | (4) Duluth, MN |
| (5) Dubuque, IA | (6) East Dubuque, IL |
| (7) Chicago, IL | |

The Department will also consider acceptance of storage within approximately 90 miles of the Wisconsin state border. The Department will be the sole judge of the acceptability of any alternative storage location as being in the best interest of the State of Wisconsin.

- B. The Department reserves the right to verify the delivered and stored quantities by any appropriate means, including but not limited to reviewing receiving, shipping and inventory documents of the Supplier relevant to the tonnage committed under an awarded contract. Such documents shall be made available by Supplier to the Department upon request during normal business hours.
- C. The Department does not guarantee to purchase any specific quantities of the Treated Rock Salt–Alternative. When treated salt is ordered it shall lower the amount of guaranteed rock salt on the contract bid line by on a dollar per dollar basis and not on a ton per ton basis.
- D. At the discretion of the Department, Supplier shall store undelivered guaranteed purchase salt after April 30th of the contract term, at the price per ton per month stated on the Supplier data sheet.

4.3 Freight Charges

F.O.B. Destination Freight Included.

Delivery will be made by common carrier or bidder's truck, with unloading to be performed by the carrier/bidder transported to the salt shed or salt pile location identified on form DT2208. Bid prices should include all costs, materials, transportation, labor, insurance charges and administration.

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 may disqualify your bid.

4.4 Insurance Requirements

Every Supplier 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:

- A. 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, Supplier shall provide comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. Supplier 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. Suppliers Pollution Liability or an equivalent extension within the General Liability policy:
Such insurance shall provide limits of not less than \$1,000,000 per loss; \$2,000,000 annual aggregate and include transportation pollution coverage.
- F. 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.
- G. Supplier 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.

- H. 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.
- I. 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.
- J. 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.
- K. Supplier 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. Supplier 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
Attn: Purchasing
4822 Madison Yards Way, 8 South
Madison, WI 53705

4.5 Performance bond

- A. A performance bond, certified check, or an irrevocable letter of credit equal to 20% of the awarded contract's value shall be provided to the Department. Purchase orders for the Department will not be issued until after the Department receives evidence of compliance with this requirement.
- B. Such evidence must be submitted within ten business days following contract award. Absent compliance within ten business days, the Department reserves the right to award to the next lowest bidder.
- C. The department will invoke the performance bond, certified check, or irrevocable letter of credit to recover costs incurred in resolving matters resulting from Supplier non-performance under this contract not addressed by liquidated damages including, but not limited to, default as a result of non-compliance with Sections 1.2 and 4.1.1 herein.
- D. Only the department can invoke the performance bond. A local unit of government may request that the department invoke the performance bond on their behalf, but the decision to do so will be at the sole discretion of the department.

4.6 Subcontracting or Third-Party Payments

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

4.7 Liquidated Damages

This section pertains to all salt deliveries including early fill, seasonal fill, and vendor reserve salt.

- A. Twenty five percent of the price of each load shall be deducted from the invoice amount for each load that arrives at the destination site not covered according to Section 4.1.1-B.

- B. Moisture specification non-compliance:

% Moisture	Penalty	% Moisture	Penalty	% Moisture	Penalty
2.01-2.09	10%	2.5-2.59	25%	3.0-3.09	40%
2.1-2.19	13%	2.6-2.69	28%	3.1-3.19	43%
2.2-2.29	16%	2.7-2.79	31%	3.2-3.29	46%
2.3-2.39	19%	2.8-2.89	34%	3.3-3.39	49%
2.4-2.49	22%	2.9-2.99	37%	3.4 & UP	50%

Treated Rock Salt moisture: The maximum allowable moisture content for Treated rock salt shall not exceed 4% according to Section 3.2.6. Penalties for Treated rock salt shall be according to the regular rock salt table plus 2%.

1. The Purchaser may, in lieu of deducting payment as described above, reject delivery of any load that arrives at the destination site showing evidence of moisture exceeding maximum moisture specifications of 4%.
 2. In addition, the Purchaser may take samples for testing from the Supplier’s stockpile and may refuse future deliveries from any stockpile from which samples testing greater than two percent moisture are taken.
- C. Chemical specification non-compliance:
1. Twenty five percent (25%) of the price of each load shall be deducted from the invoice amount for each load that arrives at the destination site which does not meet chemical specifications, or
 2. The Purchaser may, in lieu of deducting 25%, reject delivery of any load that arrives at the destination site showing evidence of not meeting chemical specifications.
 3. In addition, the Purchaser may take samples for testing from the Supplier’s stockpile and may refuse future deliveries from any stockpile from which samples do not meet chemical specifications.
- D. Physical specification non-compliance:
- For each one (1) percentage point outside the limits permitted by the specification for each sieve size, a deduction of one percent (1%) will be made from the Contract price. Purchaser has the option to accept or reject loads with larger chunks exceeding 6 inches in size. Loads that are accepted will be assessed a 25% penalty. The Purchaser shall document each chunky load by writing “CHUNKY” on the ticket then placing the ticket on the load and taking a picture of the load. The pictures must be attached to any invoice where the penalty is assessed.

- E. Outside of Delivery Hours:
Twenty five percent of the price of each load shall be deducted from the invoice amount for each load that arrives at the destination site and is unloaded outside the delivery hours specified under Section 4.1.1 herein or outside different delivery hours agreed to and confirmed by Purchaser and Supplier or depot. In lieu of deducting twenty five percent, Purchaser may refuse delivery and require the delivery to be rescheduled during specified delivery hours.
- F. Low rate of Delivery:
A \$200.00 deduction from the total price of all loads to a specific destination may be taken for each day at each destination for which delivery is requested on form DT2208 where the delivery arrival rate averaging three or more loads per hour with no more than 90 minutes between any two deliveries, or other mutually agreed to rate, is not maintained.
- G. Rejected Materials:
All rejected material shall remain the property of the Supplier whether remaining on the delivery vehicle or unloaded. Supplier shall not receive compensation or cost reimbursement from the Purchaser for the material, transportation charges, demurrage charges, reloading charges, temporary storage charges or any other cost associated with rejected material. The Supplier shall promptly take custody of and then dispose of the rejected material within three days. If Supplier fails to dispose of the material within three days, the Purchaser may dispose of the material and deduct the costs of the disposal from any future payments due the Supplier. Rejected loads are considered rejected statewide and cannot be redirected to other Purchasers on this contract.
- H. Signing delivery tickets:
Salt off loaded without a signed delivery ticket becomes the property of the Purchaser without compensation to the Supplier.
- I. Statutory Weight Limits:
In the event the tare weight of a delivery vehicle plus the net weight of the material being delivered exceeds the statutory weight limit for that vehicle type, there will be no compensation paid to the Supplier for the delivered material equal to the tons exceeding the statutory weight limit for that vehicle.
- J. Purchaser's non-performance:
In the event Purchaser does not perform its obligations under the terms of the contract or a mutually agreed to written modification of the contract, the Supplier may request recovery of actual documented costs incurred by the Supplier as a result of Purchaser's non-performance.
- K. Un-resolved issues:
When un-resolved issues between the Supplier and Purchaser require mediation and resolution, including liquidated damages or penalties, the DOT Contract Administrator will require all copies of written documentation including request for delivery (form DT2208), delivery tickets, invoices, etc.
- L. Foreign materials:
If foreign materials are found in the load as described in section 3.1.5 the Purchaser has the option to reject the load or accept the load. Loads that are accepted will be assessed a 25% penalty. The Purchaser shall document each load by writing "FOREIGN MATERIALS" on the ticket then placing the ticket on the load and taking a picture of the load. The pictures must be attached to any invoice where the penalty is assessed.

4.8 Firm Prices

The awarded Supplier 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.

4.9 Invoicing Requirements

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

No more than one invoice shall be submitted per day per delivery location. Weekly generated invoices are preferred.

All invoices must be itemized showing:

- Number of each delivery ticket for each load being billed
- Number of tons (not pounds) for each load being billed
- Purchase order number
- Name of the trucking firm(s) delivering invoiced loads
- Notation and acknowledgement of use, if any, of unloading equipment.

Invoice amounts must be supported by the quantity of tons shown on legible delivery tickets signed by an authorized representative of the Purchaser.

Participating municipalities that are Purchasers must be directly invoiced by the Supplier.

The original invoice must be submitted in accordance with the instructions contained in the Purchase Order and sent to the bill-to address shown on the Purchase Order.

Payment will not be made for loads based on delivery tickets that are not signed by the Purchaser's representative. Salt off loaded without a signed delivery ticket becomes the property of the Purchaser without compensation to the Supplier.

Liquidated damages are deducted from the total invoice amount. Documentation for the deduction will be provided upon request from the Supplier.

Reconciliation by WisDOT and the Supplier of department purchase order will be completed. The conciliation requires the following:

- Submittal of final invoices prior to May 31st following the contract term
- Final payment prior to June 30th following the contract term
- Sign off by the Supplier and the Department

4.10 Reporting Requirements

WisDOT shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Supplier related to this contract. The Supplier 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.

4.11 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 Supplier 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

4.12 Supplier Major Structural Change

The Supplier is required to provide Purchasing 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 Supplier may not assign the contract to the new entity without prior written approval from the Department since the underlying procurement may be affected.

5 BID PROCEDURE AND INSTRUCTIONS

5.1 Reasonable Accommodations

WisDOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/proposer conference, contact Sally Maier, Purchasing, at (608)266-8450(voice) or Wisconsin Telecommunications Relay System (TTY) at 1-800-947-3529.

5.2 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 on eSupplier.

<u>DATE</u>	<u>EVENT</u>
March 28, 2022	Date of Issue of the RFB.
April 4, 2022	Date Written Vendor Questions Due
April 11, 2022	Responses to Questions Posted to VendorNet
<u>April 19, 2022 @ 12:00 PM CST (NOON)</u>	<u>Bids Due from Bidders</u>
<u>April 19, 2022 @ 2:00 PM CST</u>	<u>Bid Opening (Room N133)</u>

5.3 Questions

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

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted via eSupplier as soon as possible, but no later than **April 4, 2022**. Questions may also be emailed to the purchasing agent listed below the subject line must include the bid number RFB #510464. Questions will not be addressed by telephone. Purchasing will respond to questions by issuing

an official addendum, posted on eSupplier. It is the vendor's responsibility to monitor eSupplier for addendum updates.

Submit questions in writing via e-mail to: Sally Maier, e-mail: sally.maier@dot.wi.gov

Upon award of the contract(s), the point of contact will be JoDee McCartney, Contract Administrator (608)266-5418.

5.4 Method of Bid

Bidder must bid on the Bid Price Sheet (excel file) – attachment F specifying a unit price per ton FOB to any delivery point in each county and an extended total for each bid line for which a bid is made. The unit price shall be the cost for the early fill, seasonal fill, and vendor reserve salt if those quantities are associated with the line for which the bid is made. Careful consideration should be made to some bid lines that have "early fill" only on that line. All prices must be quoted in U.S. Dollars. Bidders are **not required** to bid on all lines on the enclosed Bid Price Sheet.

Pick-up prices will only be used when agreed upon by the Supplier and the Purchaser in any given case after the bid opening.

Bidders are requested to provide pricing for Treated Rock Salt (Attachment E Treated Rock Salt - Alternative Product Pricing). Bidders are **not required** to return a bid price for the Treated Rock Salt but **must** complete and return Attachment I with the bid. Bid price sheets shall not be altered. Alteration of bid sheets may result in disqualification of bidder. If bidder does not provide pricing for treated rock salt in a county the Department reserves the option to purchase treated rock salt from an alternate bidder. The purchase of treated rock salt from an alternative bidder will not reduce the early fill or seasonal quantity of regular salt purchased from the successful bidder.

5.5 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". The documents must be in MS Word, MS Excel, or PDF format.

5.6 Electronic Bid Submission (Required)

Vendors must use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall and affords Vendors a higher degree of control. The eSupplier Sourcing Event number for this solicitation is **12233**. The date stamp for eSupplier will be stamped at the time of submission and serves as documentation of a timely submittal. Vendors should allow ample time to enter their eSupplier response.

Required materials shall be received for acceptance of their Proposal by the date and time listed on the Proposal cover sheet or through eSupplier. Proposals received after that time and date will be rejected. In-person, USPS, courier, Faxed and e-mailed Proposals are not accepted.

Cost Proposals shall be submitted in accordance with the online instruction in the Wisconsin eSupplier Portal.

There are typically four reasons a file would fail to upload to eSupplier:

- The file name is too long. File names must be no longer than 64 characters, including the file extension (e.g., ".docx") and cannot contain special characters (e.g., commas or percent signs).

- The file is too large. The maximum file size is 80MB.
- The file has macros included and enabled. Since these files may contain viruses, the eSupplier system will not allow them.
- The file type is not supported. While most file types may be uploaded, some types, like videos, will not save successfully.

If none of these conditions apply and you still cannot upload a file, contact STAR Support for assistance at STARSupport@wisconsin.gov or (844) 947-7827.

Please Note: When all responses to event sections have been entered and saved, click the **Submit** button to send your response to the State. Click **Submit** on the pop-up window to confirm. You should receive a confirmation message that it has been submitted. **Late bids will not be accepted.**

5.7 Bid Response Requirements

Vendors must respond to the bid through eSupplier. Be sure to follow all directions and upload all required documents before the deadline. This is the only method of submittal.

Emailed or mailed bids will not be accepted.

Please submit by the due date and time listed on the bid cover page. Include:

- Addendum Cover (Signature) Page(s), if applicable to this bid request
- Bid Price Sheet(s) (upload must be MS Excel)
- Responses to Section 2, Bidder Qualifications and Requirements
- DOA 3832
- Attachment A - DVB/MBE Program Awareness, Compliance & Action Plan
- Attachment B - DVB/MBE Monthly Participation Report
- Attachment C - Supplier Data Sheet
- Attachment D - Depot Distribution Site Service Form
- Attachment E - Treated Rock Salt – Alternative Product Pricing
- Attachment F - Bid Price Sheets
- Detailed specifications of the alternative product offered, if applicable. See Section 12 Treated Rock Salt Specifications – Alternative

All documents must be in MS Word, MS Excel or PDF format.
Redacted version of the bid documents, see section 5.5

Failure to provide the forms/information with your bid submittal may disqualify your bid.

Because of increased building security, access to the WisDOT Purchasing Office is restricted. The public Bid reading will be held on the first (1st) floor of the new state office building in Room N133.

If you wish to join the bid opening via TEAMS, please email Sally Maier @ sally.maier@dot.wi.gov for an invite to the opening by 11:00 AM CST on April 19, 2022.

5.8 Bid Submission

Required materials (see section 5.7) must be received for acceptance of their bid by the date and time listed on the Bid cover sheet 04/19/2021 @ 12:00pm CDT (Noon) **through eSupplier. Bids received after that time and date will not be allowed to be uploaded into eSupplier.**

Bids must NOT be emailed, mailed or hand carried.

5.9 Incurring Costs

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

5.10 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 of any request for records it has designated as proprietary or confidential.

5.11 Wisconsin eSupplier Registration (Required)

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the Internet at https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_GUEST to get information on state purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Bidders may use the same Web site address for inclusion on the Bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a State agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for bid in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive e-mail notices of these simplified bid opportunities. There is no cost to vendors to register for this system.

6 BID OPENING, ACCEPTANCE AND AWARD

6.1 Bid Opening

Bids will be opened on the date and time listed on the front cover page. Names of the bidders will be read aloud at that time along with pricing. WisDOT will issue an official addendum and post on eSupplier should a need to change the bid open date and/or time occur. **The bid opening will be held in Room N133 on the 1st floor.**

6.2 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.

6.3 Method of Award

- A. Award(s) shall be made to the lowest net unit price per bid line from responsive, responsible bidders who meet specifications.

- B. In the event the quantity of tons potentially to be awarded to the low bidder exceeds the tons that bidder represents on Attachment F Supplier Data Sheet as being available to Wisconsin, the Department reserves the right to limit the number of tons awarded to the low bidder to that amount shown on Attachment C - Supplier Data Sheet and to make the award in the manner most advantageous to the Department. Independent documentation of available tonnage may be required prior to award of the contract.
- C. Costs for the use of unloading equipment (slinger, conveyor, etc.) and cost to store undelivered salt after April 30th of the contract term required on Attachment F Supplier Data Sheet will **not be** considered in determining the low bidder.
- D. Any costs submitted for the Treated Rock Salt – Alternative Product Pricing, Attachment E, will **not be** considered in determining the low bidder. The pricing shall be part of the contract pricing for awarded county/counties. If low bidder does not provide pricing for treated rock salt in a county the Department reserves the option to purchase treated rock salt from an alternate bidder.

6.4 **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, and mark "yes" on page 2 of the RFB. 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 Department reserves the right to verify with listed firms their involvement as subcontractors or second-tier suppliers.

6.5 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.

6.6 Contract Cancellation

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

- A. 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 30 days written notice to the Supplier.

If the problem is service performance, Supplier will be warned in writing of unsatisfactory performance and intent to cancel this contract. Supplier may be given a period of time to 'cure' the performance. If the performance does not improve Supplier will be given 30 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.

- B. In the event the Supplier terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Department purchasing agent not less than 60 days prior to said termination. The Supplier will, in turn, refund the Department, within 30 days of said termination, all payments made hereunder by the Department to the Supplier for work not completed.
- C. WisDOT has the right to cancel and terminate the Contract without notice if at any time the Supplier (including Subcontractors) performance threatens the health, safety, and/or security of WisDOT or the general public.
- D. WisDOT has the right to cancel and terminate the Contract without notice if the Supplier fails to maintain and keep in force the insurance as provided in #23.0 of the Standard Terms and Conditions.
- E. WisDOT has the right to cancel and terminate the Contract without notice if the Supplier fails to maintain and keep in force required certificates, permits, and licenses.
- F. If at any time a petition in bankruptcy shall be filed against the Supplier and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Supplier'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.

6.7 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 Supplier 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.

7 Attachments

Form DOA 3832

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

Attachment B - DVB/MBE Monthly Participation Report

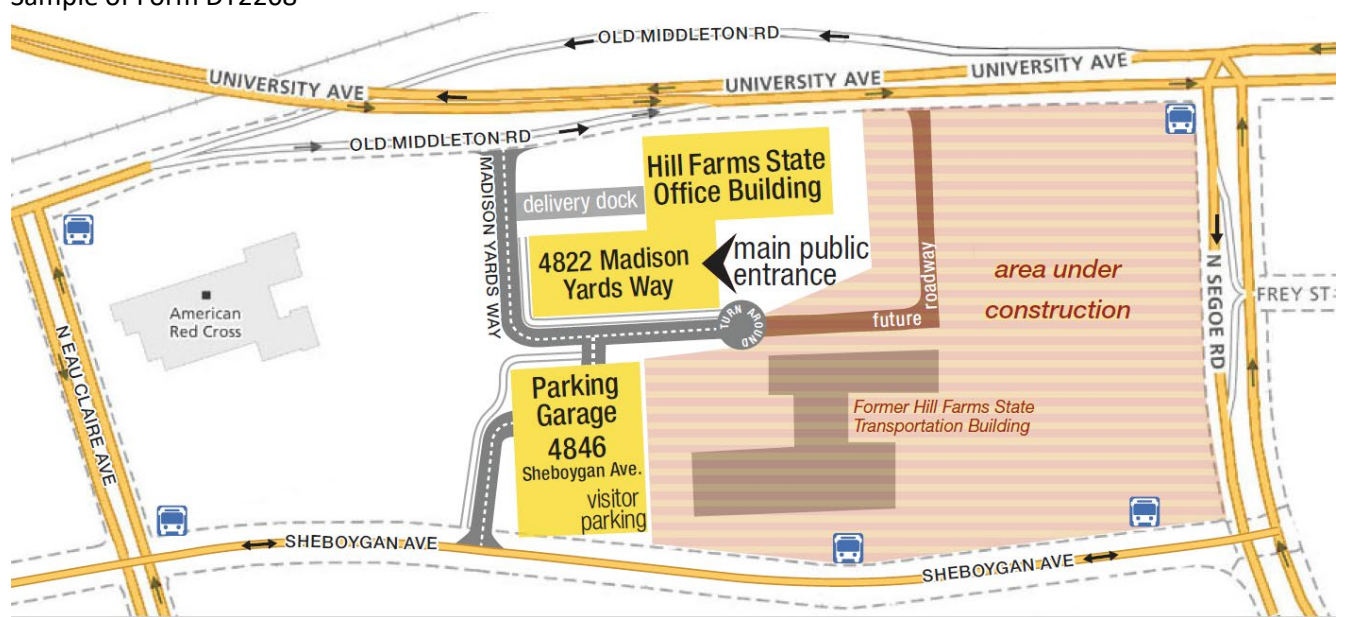
Attachment C – Supplier Data Sheet

Attachment D – Depot Distribution Site Service Form

Attachment E – Treated Rock Salt – Alternative Product Pricing

Attachment F – Bid Price Sheet

Sample of Form DT2208



Visitor parking is in the basement of the parking Garage, 4846 Sheboygan Ave. \$2.00/hour (Debit/charge card payments only)