

**SPECIAL CONDITIONS OF BID - CONTRACT  
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ATTACHMENT A – VENDOR INFORMATION SHEET

ATTACHMENT B – REFERENCES SHEET

ATTACHMENT C – VENDOR RESPONSIBILITIES FOR DELIVERY, INSPECTION AND ACCEPTANCE

ATTACHMENT D – FEDERAL REQUIREMENTS AND VEHICLE SPECIFICATIONS CONTENTS

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## 1. PURPOSE/SCOPE

The purpose and intent of this bid package is to cover needs for Human Service Vehicles through WISDOT for municipalities throughout the state of Wisconsin for the period of October 2011 through May 2012. Contract(s) are to be established on an as needed basis as determined by WISDOT. When a line item “# OF DAYS” has expired, or a line item is no longer covered by a WISDOT contract, the Wisconsin Department of Transportation (WisDOT or DOT), through its Purchasing Services Section, (Purchasing), may award to another originally received bid, request subsequent bids, or request extension of an existing contract.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these Special Conditions of Bid. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, Purchasing reserves the right to delete that specification or condition of bid. Failure to meet specification requirements shall disqualify your bid.

**Retain a copy of these Special Conditions of Bid for your files.** Should you receive an award, these Special Conditions of Bid become your contract terms and conditions.

Definitions:

The following definitions are used throughout the RFB documents:

Agency means the Wisconsin Department of Transportation

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

Contractor means bidder awarded the contract

Department means the Wisconsin Department of Transportation

DVB means Wisconsin –Disabled Veteran-Owned Business is a business certified by the Department of Commerce under s. 560.0335(3).

DOT or WisDOT means the Wisconsin Department of Transportation

MBE means Wisconsin-certified Minority Business Enterprise is a business certified by the Department of Commerce under s. 560.036(2).

State means the State of Wisconsin

## 2. CONTRACT TERM

An initial contract term shall not exceed or be greater than the “# OF DAYS” that a bidder offers for each line item bid. The “# of Days” entered on the bid price sheet shall start and begin counting as day 1 the following day after bid opening. The number of days between the bid opening date and the contract award will be subtracted to derive the appropriate contract expiration date.

A contract resulting in award of multiple line items may have line items expire at different increments. The contract will reflect the expiration in accordance with the line item with the longest active “# OF DAYS”, however, contract line items may independently expire prior to the overall contract expiration.

When a contract has expired in accordance with the “# OF DAYS”, the awarded vendor may be asked to offer an extension to WISDOT with all terms and conditions remaining the same. WISDOT reserves the right to extend a contract award with the mutual consent of the awarded vendor

### 3. 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 issuing a supplement to this RFB.

DATE	EVENT
September 23, 2011	Last day for submitting written "Approved Equal" requests and written questions
October 3, 2011	Post amendments on VendorNet which include answers to "Approved Equal" requests, answers to questions and/or revisions to the bid
October 19, 2011	Bid due date

### 4. QUESTIONS

If a vendor 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 to the purchasing agent shown on the bid cover sheet and below as soon as possible, but no later than **September 23, 2011**. Purchasing will respond to questions by issuing an official addendum, posted on VendorNet.

Any correspondence or submitted documents must include the bid number

**Preferred e-mail method - submit in writing via email to:**

**Beth Blanchar, e-mail: [beth.blanchar@dot.wi.gov](mailto:beth.blanchar@dot.wi.gov)**

### 5. METHOD OF BID

All bids shall be provided in duplicate and packaged separately with one copy marked "PURCHASING COPY" and one copy marked as "TRANSIT COPY"

Bidder must submit a total (1 EA) "UNIT PRICE" in accordance with the specifications, special conditions and bid document. Enter the unit price for each applicable line in the attached Bid Price Sheet (page 8). You must also include the number of days in the "# OF DAYS" column. The "# OF DAYS" cannot be less than 180 days and no greater than 340 days. The # OF DAYS will be the period of time the unit price submitted will remain firm. It is not necessary to complete the individual page totals or bid total at the bottom of bid pages 8, 9, 10, or 11.

Any alterations to this bid schedule may be deemed as inconclusive to determine actual bid price. Do not include more than one bid, per item, per line on the itemized bid sheet. **Do not include minimum order quantities on your bid.**

Any alternate bids must be in compliance with Section 14 Product Specifications/Approved Equal Requests **and approved**. All **approved** alternate bids must be submitted on a separate itemized bid sheet, identified as an alternate, with vendor name and vendor identification number on each page submitted.

**6. BID SUBMISSION**

Bidders must submit an original and all required material for acceptance of their bid by the date and time listed on the Bid cover sheet. Any 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 by Purchasing, for purposes of this RFB. Also refer to the Bid Response Instructions. Use one of the options below for return of the bid. Faxed and e-mailed bids are not accepted.

**U.S. Mail:**

Beth Blanchar  
Purchasing  
WI Department of Transportation  
4802 Sheboygan Ave., Room 751  
PO Box 7396  
Madison, WI 53707-7396

**UPS, Fed Ex, etc.:**

Beth Blanchar  
Purchasing  
WI Department of Transportation  
4802 Sheboygan Ave., Room 751  
Madison, WI 53705

All bids are to be packaged, sealed, and show the following information on the **outside of the package:**

- Vendor's Name and Address
- Request for Bids Title
- Request for Bids Number
- Bid Due Date

**7. BIDDER INFORMATION**

**All issues concerning this bid and resulting contract, are the primary responsibility of the bidder.**

Contractors must clearly designate a person to provide on-going communication, coordinate servicing/warranty issues, answer questions and expedite/coordinate deliveries. It is a requirement of this bid to submit the "primary bidders" names and phone numbers for contact persons to be responsible for the following:

<u>Contact Persons For</u>	<u>Name</u>	<u>Phone Number</u>	<u>Fax Number</u>	<u>E-Mail Address</u>
<b>ORDER INFORMATION</b>				
<b>INVOICE QUESTIONS</b>				
<b>DELIVERY QUESTIONS</b>				
<b>SERVICING/WARRANTY</b>				

**8. 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.

**9. BID RESPONSE REQUIREMENTS**

In order for your bid to be considered, the following information must be provided. Fill out and submit one copy (unless stated otherwise) by the due date and time listed on the bid cover page. Include:

- 9.1 Bid Cover (Signature) Pages
- 9.2 Addendum Cover (Signature) Page(s), if applicable to this bid request
- 9.3 Bid Price Sheet(s)
- 9.4 Vendor Information Sheet, Attachment A
- 9.5 References Sheet, Attachment B
- 9.6 Signed Certifications, Attachment D, Page 1-33
- 9.7 Vehicle Information per specification requirements, Attachment D

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

**Because of increased building security, access to the WisDOT Purchasing Office is restricted and may cause delay if hand delivering your bid. Allow ample time for security clearance to room 751.**

## 10. METHOD OF AWARD

Award(s) shall be made on the basis of the lowest **unit price per line item**. Timeliness of delivery and contract length (# OF DAYS) may be considered when making this award when deemed in the best interest of the WISDOT.

## 11. QUALIFYING BIDDERS/SUBSEQUENT BIDDING

When a contract line item is no longer covered by a WISDOT contract, WISDOT reserves the right to make an award to another officially received bid that would be the next lowest responsive bidder for the that line item no longer available. If none of the responsive bidders to the needed line item are able to enter a contract due to changing marketing conditions WISDOT may request for subsequent bids from all those qualified responsive bidders who initially responded to the line item in need. All vendors who submit the required documentation of this bid package that can also demonstrates compliance in accordance with all the terms and conditions in this bid document will be considered a qualified bidder for subsequent bids. Request for subsequent bids will be dependent on conditions of multiple bidders being available and will not be sought or accepted independently by WISDOT.

When determined by WISDOT that a subsequent bid is needed, all responsive qualified bidders will be offered a chance to participate. Unsuccessful bidders who qualified with the terms and conditions of the bid shall be contacted for subsequent bids for the purpose to award new contracts for previously awarded items that are no longer covered under a WISDOT contract.

## 12. WARRANTY

The bidder shall state the manufacturer's warranty on all vehicles. A one-year minimum warranty, with no mileage limit, shall cover body construction and add-on components. See Attachment D, page 25 for further warranty requirements. **All warranties shall start the date the vehicle is placed into service.** All bidders must have a Wisconsin location for warranty repair on all parts of the vehicle.

## 13. ESTIMATED QUANTITIES

Estimations for WISDOT's projected needs for the 2011 cycle 36 are shown on Attachment D Federal Requirements and Vehicle Specifications Contents page 34 - Cycle 36 Destination Chart.

The quantity of "1 each" listed for the line items on the bid price sheet (beginning on page 8) do not necessary represent the quantity to be ordered. The quantity of "1 each" listed are for bid unit price evaluation purposes only. Final numbers are incumbent upon final bid prices obtained and grant approvals.

The needs of other state of Wisconsin municipalities may present piggyback ordering opportunities when a contract remains active (to participate see bid document, page 3, "Municipal Purchasing Agreement"). The Cycle 36 Destination Chart also includes line item estimation for piggyback orders. Piggyback estimations were based on various federal grant programs administered by WisDOT. These programs are ongoing and subject to change in quantities and types of vehicles needed.

## 14. SPECIFICATIONS

The bids shall be in accordance with:

- Bid Document, pages 1 – 11
- Special Conditions of Bid, pages 12 – 23
- Vendor Responsibilities for Delivery, Inspection and Acceptance (Attachment C)
- Federal Requirements and Vehicle Specifications Contents (Attachment D)
  - General Requirements, Information, and Required Certifications, pages 1 – 34
  - Vehicle Specifications, pages 35 – 103
  - Appendix, pages 104 - 131

See Attached D Federal Requirements and Vehicle Specifications Contents (pages 35 – 103) for the “minimum” acceptable specifications for vehicles desired. BID PRICE SHEET (beginning on page 8) must show MAKE (or manufacturer name), MODEL (or applicable stock/product number and/or appropriate identification to firmly identify that the vehicle being offered is known and designated to be in compliance with bid requirements and specifications.

<u>ITEM</u>	<u>Vehicle Specification Pages</u>	<u>Bid Page/Line Item</u>
TAXI VEHICLE	37	Page 8 / Line Item 1
MINI VAN	38	Page 8 / Line Item 2
REAR LOAD LOWERED FLOOR, RAMP EQUIPPED MINI-VAN	39 – 42	Page 8 / Line Item 3
SIDE LOAD LOWERED FLOOR, RAMP EQUIPPED MINI-VAN	43 – 46	Page 8 / Line Item 4
MINI BUS-Gas	47 – 51	Page 8 / Line Item 5
MINI BUS-Diesel	52	Page 8 / Line Item 6
MINI BUS-ACCESSIBLE-Gas	53 – 56	Page 9 / Line Item 7
MINI BUS-ACCESSIBLE-Diesel	57	Page 9 / Line Item 8
MINI BUS-Single Rear Wheel-Gas	58 – 65	Page 9 / Line Item 9
MEDIUM BUS-Gas	66 – 72	Page 9 / Line Item 10
MEDIUM BUS-Gas-Fiberglass Body	73 – 79	Page 9 / Line Item 11
MEDIUM BUS-Gas Hybrid-Fiberglass Body	80 – 81	Page 9 / Line Item 12
MEDIUM BUS-Diesel-Fiberglass Body	80 – 81	Page 10 / Line Item 13
MEDIUM BUS-Diesel Hybrid-Fiberglass Body	80 – 81	Page 10 / Line Item 14
LARGE BUS-Diesel	82 – 88	Page 10 / Line Item 15

<u>ITEM</u>	<u>Vehicle Specification Pages</u>	<u>Bid Page/Line Item</u>
LARGE BUS-Diesel-Fiberglass Body	89 – 95	Page 10 / Line Item 16
LARGE BUS-Diesel Hybrid-Fiberglass Body	96	Page 10 / Line Item 17
CONVENTIONAL BUS ON COWL CHASSIS	97 – 103	Page 10 / Line Item 18
YELLOW SCHOOL BUS	103	Page 11 / Line Item 19

No revisions to this bid may be made unless in the form of official addendum issued by the Department of Transportation Purchasing Department.

**15. APPROVED EQUAL REQUESTS**

When not bidding on all particulars as specified, the bidder may offer that product to be an “or equal” product. All “or equal” alternate bids shall be pre-approved by formal written bid amendment. Requests for approved equals must be received by purchasing in writing by September 23, 2011, at 3:00 PM Central Standard Time. Any request for an approved equal or protest must be fully supported by technical data, test results, or other pertinent information or evidence that the substitute offered is equal or better than the specification requirement.

Failure to provide product information by September 23, 2011, at 3:00 PM Central Standard Time will result in disqualification of your “or equal” alternative bid. The Department Of Transportation will be the sole judge of equivalency and acceptability.

**16. INSPECTION AND ACCEPTANCE**

HUMAN SERVICE VEHICLE INSPECTION: All vehicles specified in this document will be operated as human service vehicles. State standards covering the design, construction and equipment of these vehicles are stated in the Wisconsin Administrative Code, Chapter Trans 301, and for those vehicles ordered as Yellow School Bus, Chapter Trans 300.

All vehicles (except lines 1 and 2, Taxi and Mini Van) are to have an initial HSV inspection PRIOR TO DELIVERY by inspectors of the Wisconsin State Patrol. The dealer will be responsible for correcting defects or code violations cited by an inspector and a vehicle shall not be considered as being delivered until all defects are corrected. (Also see Attachment C.)

**17. REBATES**

All bid prices are to be net to the Wisconsin Department of Transportation, including any applicable rebates or any price incentives. The WISDOT will assign any rebates to the dealer/bidder, but shall only sign any rebate form and shall not be responsible for any further activity in pursuit of the bidder receiving any rebate or incentive.

**18. # OF DAYS/FIRM CONTRACT PRICING (MIN 180 DAYS)**

A minimum of 180 days will need to be submitted in order to qualify for a contract award. For the purpose of the evaluation of bids and contract award, if the number of days entered for a “Bid Acceptance Period” (No. 11, on page 1) is different from any of the “# OF DAYS” entered for line items on the bid pages the highest or greater number of days shall be used.

## 19. ORDERING

Contract Release Orders, (Purchase Orders) will be issued to the successful bidder(s) awarded a contract by the Department Of Transportation personnel as needed during the contract term. The majority of WISDOT purchase orders will primarily be issued early in the 2011 cycle.

Additional ordering from municipalities may occur provided a contract is active. Piggyback ordering placed independently by municipalities through established contracts must obtain WisDOT written approval prior to vendor's acceptance of an order.

## 20. DELIVERY

In lieu of completing No. 9, on page 1, enter the delivery period for the item on the corresponding column on the bid page. Timeliness of delivery may be considered when making this award. When a delivery date cannot be met vendors will contact WISDOT in writing a minimum of 15 days prior to the expected delivery date. Purchase Orders and Contracts may be cancelled without any cost or penalty to the ordering agency if delivery is late or not revised in writing from WISDOT

## 21. 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.

## 22. 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. The WisDOT will not pay any subcontractor or third parties directly.

## 23. CONTRACT CANCELLATION

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

- 23.1 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 15 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 will be given a period of time to 'cure' the performance. If the performance does not improve contractor will be given 15 days written notice that the contract will be cancelled.

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

- 23.2 In the event the contractor 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 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.
- 23.3 If at any time the contractor performance threatens the health and/or safety of WisDOT, WisDOT has the right to cancel and terminate the Contract without notice.

- 23.4 If the Contractor fails to maintain and keep in force the insurance as provided in #23.0 of the Standard Terms and Conditions, WisDOT has the right to cancel and terminate the Contract without notice.
- 23.5 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.

**24. 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.

**VENDOR INFORMATION**

1. BIDDING COMPANY NAME: \_\_\_\_\_

FEIN (Federal Employer ID Number) \_\_\_\_\_ OR Social Security # (if Sole Proprietorship) \_\_\_\_\_

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

Fax ( ) \_\_\_\_\_ Email Address ( ) \_\_\_\_\_

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

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

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

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

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

Fax ( ) \_\_\_\_\_ Email Address ( ) \_\_\_\_\_

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

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

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

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

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

Fax ( ) \_\_\_\_\_ Email Address ( ) \_\_\_\_\_

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

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

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

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

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

Fax ( ) \_\_\_\_\_ Email Address ( ) \_\_\_\_\_

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

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

**REFERENCES**

**Vendor:** \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page.

**Company Name:** \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

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