

Jefferson County Human Services REQUEST FOR BID COVER SHEET One medium size lowstep minivan

SOLICITATION NUMBER (must be included on all bid documents that are submitted)	JCHS 2024-02
THIS SOLICITATION CLOSING ON	01/21/2024 at 4 PM CT
Bids must be submitted by this date and time. Late BIDS or offers will not be accepted.	

SUBMIT BIDS/OFFERS TO	BrianB@jeffersoncountywi.gov
FOR INFORMATION ON THIS PROCUREMENT, CONTACT	Mike Hansen MichaelH@jeffersoncountywi.gov 1541 Annex Road Jefferson, WI 53449
ITEMS OR SERVICES TO BE PURCHASED	One medium size lowstep minivan to provide transportation for seniors and individuals with disabilities living in Jefferson County, WI.

SIGNIFICANT EVENTS/DATES

ISSUE DATE	11/20/2024
LAST DAY TO SUBMIT Questions and "Or Equal" Product Requests	12/19/2024 at 2 PM CT
BID CLOSING DATE	01/21/2025 at 4 PM CT
BID OPENING	01/22/2025 at 9 AM CT
BID EVALUATIONS BEGIN	01/22/2025
BID EVALUATIONS COMPLETED	01/24/2024
ESTIMATED CONTRACT AWARD DATE	02/11/2025
ESTIMATED CONTRACT START DATE	02/12/2025

REQUEST FOR BIDS

TO PROVIDE One medium size lowstep minivan to provide transportation for seniors and individuals with disabilities living in Jefferson County, WI.

In Jefferson County, WI

Issued By Jefferson County Human Services

Date Issued 11/20/2024

Bids must be submitted no later than 01/21/2025, at 4:00 pm CT

- Late BIDS will be rejected. BIDS MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Bid is due.
- BIDS dated and time stamped in another office will be rejected. Receipt of a Bid by the mail system does not constitute receipt of a Bid by the purchasing office.
- Any Bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. BIDS must be submitted separately, i.e., not included with sample packages or other BIDS.
- Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract.
- Bidder should contact the person named below for an appointment to view the Bid record. BIDS shall be firm for acceptance for sixty (60) days from date of Bid opening, unless otherwise noted.
- The attached terms and conditions apply to any subsequent award.
- There will be no public bid openings

SUBMITTING THE BID

Offerors must submit bids via the following method(s):

One electronic copy delivered through email

BrianB@jeffersoncountywi.gov

If a Vendor is submitting their Bid through email, the submittal must include all required documentation organized and named as detailed in this IFB.

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Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

**Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services
(DOA-3681 (R01/2022))**

APPENDIX I - RECORD KEEPING

Appendix J - Federal Clauses for Federal Contracts (Separate Document)

Appendix K – Bidders List (Separate Document)

DEFINITIONS

For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

Acceptance Period	The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of BIDS.
Agency	Jefferson County Human Services
Bidder	The entity submitting a Bid in response to this IFB.
Contract Administrator	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
Contract Manager	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contract	The final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this IFB; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
Contractor	The person or entity that has been awarded the Contract as a result of this IFB, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
Disadvantage Business Enterprise (DBE)	DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.
Mandatory	A requirement labeled as such must be present in the Bid solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms "must," "shall," and "will" are considered mandatory.
May	Indicates something that is not mandatory but permissible.

“Or Equal” Product	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 a formal written bid amendment. Any requests 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.
Procurement Manager	The person responsible for managing this procurement process.
Responsible	A Bidder who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the IFB.
Responsive	A bid that conforms in all material respects to the requirements set forth in the IFB.
IFB	This Request for Bid.
State Holidays	January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31
Supplier:	A person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
Vendor:	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Bidder or Bidder.

1.0 INTRODUCTION AND PURPOSE

1.1 General Description

The Jefferson County Human Services is seeking bids from qualified contractors to provide One medium size lowstep minivan to provide transportation for seniors and individuals with disabilities living in Jefferson County, WI.

1.2 Contract Term

One (1) contract will be awarded. Jefferson County Human Services intends to use the results of the IFB to award a contract. The contract will be a one year period from the date of award with no renewal.

The contract start date will be the date of Contract Execution. Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Agency.

1.3 Number of Contracts

It is the intention of the agency to award **One Contract** for the **Goods** required in this solicitation.

1.4 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$53,113) fund this contract, in whole or in part (Section 5310). **Applicable Federal clauses are set forth in Appendix I of the solicitation.**

1.5 Procurement Manager

All communication and/or Questions and "Or Equal" on all matters regarding this Bid must be made in writing and refer to Request for Bid number **JCHS 2024-02** and be directed to the agency Procurement Manager: **Brian Belford**.

Any contact or communication with any employee or officer concerning this IFB except the Procurement Manager is strictly prohibited from the date this IFB is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

1.6 Contractor Selection

The Municipality reserves the right to award a contract to a Vendor without clarifications, discussions, or negotiations following an evaluation of which Vendor is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Vendors should always submit their best technical and price bid from the onset.

Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the Issuing Agency in accordance with the specifications set forth in the Invitation for Bid. The Issuing Agency will notify in writing the vendors who respond to this IFB with the "Notice of Intent to Award" for the contract(s) it intends to award under this solicitation.

1.7 Contract Term Price Options

Bidders must price **1** base year contract prices at the time of bid submission in order to be considered for award. The price sheet submitted by the successful Bidder will be incorporated in the resultant contract as the contract's Pricing Schedule.

This is a firm-fixed price contract for a base period of **1 year with no option periods**. Bidders are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service.

The competitiveness of the offered prices will be based on the total price of the sum of Section A.

1.8 Contract Modifications

The resulting Contract must only be used to purchase goods within the scope and intent of the original Request for Bid. Any modifications made to the resulting Contract must fall within the scope of the Bid.

All modifications must be made in writing and signed by both parties.

1.9 Completeness and Validity of Offers

Vendors must complete and submit all required forms with their Bids. This includes the "Affidavit of Non-Collusion" which Vendors must submit with their pricing bid.

Vendors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after Bids are submitted.

1.10 Correspondence Related to the Solicitation

Questions and "Or Equal" Product Requests, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date.

Any changes in the solicitation (including specification) will be made by amendment issued to all Vendors.

1.11 Reasonable Accommodations

Jefferson County Human Services can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

1.12 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 proposer request for records it has designated as proprietary or confidential. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year.

1.13 Federal Public Records Law

The Supplier must maintain the following records which will be available to the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year and the grant has been closed.

1.14 Order of Precedence

In the event of contract award, the contents of this RFP (including all attachments), RFP 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 Document
2. Official Purchase Order
3. Bid response as accepted by The Agency
4. The Agency's Published Procurement Documents

2.0 PRE-BID CONFERENCE

Jefferson County Human Services will not be hosting a pre-bid conference.

3.0 BID SCHEDULE

Jefferson County Human Services intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended. In the event that the Agency finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

At the time of issuance, the procurement schedule shall be as follows:

Date	Event
11/20/2024	Issue Invitation for Bid (IFB)
12/19/2024	Due date for Questions and "Or Equal" Product Requests at 2 PM CT
12/23/2024	Issue written response to questions and "Or Equal" Product Requests - <i>Estimated</i>

Date	Event
01/21/2025 at 4 PM CT	Due date for submitting Bids - Late submissions will not be accepted
01/22/2025	Bid Opening at 9 am CT
02/03/2025	Final approvals for award - <i>Estimated</i>
02/03/2025	Notification of Intent to Award - <i>Estimated</i>
02/11/2025	Issue "Notice to Proceed" - <i>Estimated</i>
02/12/2025	Contract Start Date – <i>Estimated</i>

4.0 GENERAL BID SUBMISSION REQUIREMENTS

Bids which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper bid preparation but to provide uniformity in evaluating responses to this IFB.

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this IFB. Vendors must respond to any questions and forms included throughout this IFB.
- B. ***Bids received after the due date and time will be considered late Bids and will not be accepted.*** Reliance upon public carriers for delivery of Bids is at the Offeror's risk. Bids submitted via fax will not be accepted.
- C. The pricing bid must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.

5.0 BID FORMAT

5.1 Bid Format

Each bid shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in this IFB

- A. If electronic, each bid should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 ½" x 11" page format.

5.2 Cover Letter

The Cover Letter must specifically state that the information contained in the Offeror's bid is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.

6.0 MANDATORY REQUIREMENTS

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Bid. Failure to meet any minimal deliverables may result in the disqualification of the Bid. In the event no Vendor is able to meet individual specifications, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the specifications detailed in this IFB.

The following contract deliverables must be met at no additional cost above the pricing provided in the Bid.

Before the award of any Contract, the Department shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Bid. It is the Vendor's responsibility to acquaint the Department with these qualifications by submitting appropriate or supporting documentation.

6.1 Minimum Requirements

IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.

This IFB is purchase one medium-size lowstep minivan.

- To be considered for award, your company must sell medium-sized lowstep minivans that meet the minimum specifications listed in 7.1.

6.2 Contract Deliveries

Weekends and holidays excepted, deliveries shall be F.O.B. Destination, to the location shown below.

The term "F.O.B. Destination," as used in this clause, means free of expense to the Issuing Agency and delivered to the location specified. Delivery shall be made between 7:30 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by the State of Wisconsin.

Delivery Address Highline Corporation 100 Cary Rd. Hurley, WI 54534

6.3 Condition of Contract Deliveries

The contractor shall deliver any contract shipments in good order and condition to the point of delivery specified in the solicitation and units delivered must meet or exceed all specifications. If applicable, manufacturer's statement of origin (MSO) must accompany each unit at the time of delivery. The contractor shall be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the Issuing Agency at the delivery point specified in the solicitation.

6.4 Contract Award Document

- A. Pursuant to the intent of this solicitation, made applicable and part to the resultant contract are all parts found within this IFB.
- B. Specifically, the resultant contract must include from this IFB all specified terms and conditions found in:
 - All Parts of the IFB
 - APPENDIX A – PRICING PROPOSAL
 - APPENDIX B - SIGNATURE PAGE
 - APPENDIX C - AFFIDAVIT OF NON-COLLUSION
 - APPENDIX D – BIDDER INFORMATION
 - APPENDIX E – REFERENCES
 - APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
 - APPENDIX G - STANDARD TERMS AND CONDITIONS
 - APPENDIX H - SUPPLEMENTAL TERMS AND CONDITIONS
 - APPENDIX I – RECORD KEEPING
 - Appendix J - Federal Clauses for Federal Contracts
 - Appendix K – Bidders List
- C. The Municipality will add to the above a cover page listing the parties entering into the contract agreement per this RFP along with a signature page to be signed by the authorized binding individuals from both parties.

7.0 BID CONTENT

Bids must include the information listed below in the same order as listed below. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal.

Information Pertinent to the Offeror and Offeror’s bid. The bid must include and confirm the following information:

7.1 Detailed Specification

Please note: Jefferson County will allow for "an equal" product requests to be offered. Please review the salient characteristics of each requirement. **All requirements allows for “an equal” request.**

Please see section 10.10 Vendor Questions and Clarifications for “or equal” details.

2024 HONDA ODYSSEY (Or approved equal) SPECIFICATIONS & FEATURES	MODEL EX-L
<i>POWER UNIT</i>	
ENGINE	
Engine Type	V6
Displacement (cc)	3471
Horsepower (SAE net @ rpm) ¹	280 @ 6,000
Torque (lb.-ft. @ rpm) ²	262 @ 4,700
Redline (rpm)	6900
Valvetrain	24-Valve
Bore and Stroke (mm)	89 / 93
Compression Ratio	11.5 : 1
Fuel Injection	Direct
Idle Stop	Yes
CARB Emissions Rating ³	LEV3-ULEV70
Eco Assist System (Or approved equal)	Yes
Electric Parking Brake with Automatic Brake Hold	Yes
Variable Cylinder Management	Yes
Active Control Engine Mount System (ACM)	Yes
Active Noise Cancellation	Yes
Hill Start Assist	Yes
Direct Ignition System with Immobilizer	Yes
Intelligent Traction Management (Snow Mode)	Yes
Remote Engine Start	Yes
DRIVETRAIN	

10-Speed Automatic Transmission (10AT) with Shift-By-Wire (SBW) and Paddle Shifters	Yes
Max Towing Capacity (lbs.) ⁴	3500
FUEL	
MPG Ratings (Minimum)	19 / 28 / 22
Fuel Tank Capacity (U.S. gal) (Minimum)	19.5
Recommended Fuel	Regular Unleaded
CHASSIS	
Strut Front Suspension	Yes
Compact Multi-Link Rear Suspension with Trailing Arms	Yes
Dual-Pinion Electric Power-Assisted Rack-and-Pinion Steering (EPS)	Yes
Stabilizer Bar (mm) (front/rear)	20.0 x 3.2 (tubular) 26.5 (solid)
Steering Wheel Turns, Lock-to-Lock	2.97
Steering Ratio	14.35:1
Turning Diameter, Curb-to-Curb (ft.)	39.64
Power-Assisted Ventilated Front Disc / Solid Rear Disc Brakes (in.)	12.6 / 13.0
Wheels	18in
Tires (All Season)	
Compact Spare Tire	
<i>DIMENSIONS (Minimums)</i>	
EXTERIOR	
Length (in.)	205.2
Width (in.)	78.5
Height (in.)	69.6
Wheelbase (in.)	118.1
Track (in.) (front/rear)	67.3 / 67.2
INTERIOR (Minimums)	
Headroom (in) (first row / second row / third row)	38.7 / 39.2 / 38.3
Legroom (in.) (first row / second row / third row)	40.9 / 40.9 / 38.1
Shoulder Room (in.) (first row / second row / third row)	63.1 / 61.6 / 60.0
Hip room (in.) (first row / second row / third row)	58.6 / 64.8 / 48.4
EPA Passenger Volume (cu ft.)	160.1

Cargo Volume (cu ft.)* - Behind Third Row, Standard ⁶ / Max ⁷	32.8 / 38.6
Cargo Volume (cu ft.)* - Behind Second Row, Standard ⁶ / Max ⁷	86.6 / 91.0
Cargo Volume (cu ft.)* - Behind First Row, Standard ⁶ / Max ⁷	140.7 / 155.8
* Based on SAE J1100 cargo volume measurement standard.	
WEIGHT	
Curb Weight (lbs.)	4,526
Weight Distribution (%) (front/rear)	55.5 / 44.5
FEATURES	
HONDA SENSING® (Or approved equal)	
Collision Mitigation Braking System (CMBS)	Yes
Road Departure Mitigation System (RDM)	Yes
Forward Collision Warning (FCW)	Yes
Lane Departure Warning (LDW)	Yes
Lane Keeping Assist System (LKAS)	Yes
Adaptive Cruise Control (ACC) with Low-Speed Follow	Yes
Traffic Sign Recognition System (TSR)	Yes
Blind Spot Information System (BSI) with Cross Traffic Monitor	Yes
Auto High-Beam Headlights	Yes
Parking Sensors (front/rear)	No
SAFETY & DRIVER ASSISTIVE TECHNOLOGY	
Vehicle Stability Assist with Traction Control	Yes
Anti-Lock Braking System (ABS)	Yes
Electronic Brake Distribution (EBD)	Yes
Brake Assist	Yes
LED Daytime Running Lights (DRL)	Yes
Tire Pressure Monitoring System (TPMS) with Tire Fill Assist and Location and Pressure Indicators	Yes
Multi-Angle Rearview Camera with Dynamic Guidelines	Yes
Advanced Compatibility Engineering Body Structure	Yes
Front Airbags	Yes
Front Side Airbags	Yes
Three-Row Side Curtain Airbags with Rollover Sensor	Yes
Driver's and Front Passenger's Knee Airbags	Yes
3-Point Seat Belts at all Seating Positions	Yes
Front 3-Point Seat Belts with Automatic Tensioning System	Yes

Lower Anchors and Tethers for Children (LATCH): Lower Anchors (2nd-row all, 3rd-row outboard) Tether Anchors (2nd-row all, 3rd-row all)	Yes
Driver's and Front Passenger's Seat-Belt Reminder	Yes
Child-Proof Rear Door Locks	Yes
Rear Seat Reminder (RSR)	Yes
AUDIO & CONNECTIVITY	
8-Inch (or larger) Color Touchscreen Display	Yes
160-Audio System with 7 Speakers, Including Subwoofer	Yes
500-Watt Premium Audio System with 11 Speakers, Including Subwoofer	No
Bluetooth Phone Connection Capability	Yes
Bluetooth Streaming Audio	Yes
MP3/Auxiliary Input Jack	Yes
CabinControl Remote Compatibility	Yes
HondaLink (Or Approved Equal)	Yes
Apple CarPlay Compatibility (Or Approved Equal)	Yes
Android Auto Compatibility (Or Approved Equal)	Yes
HD Radio	Yes
SMS Text Message Function (Or Approved Equal)	Yes
2.5-Amp USB Charging Port	Front Console (1 Port) 2nd-Row (2 Ports)
12-Volt Power Outlets	Front, 3rd-Row and Cargo Area
2.5-Amp USB Smartphone/Audio Interface	Center Console (1 Port)
In-Car PA System	No
Rear Entertainment System with 10.2-inch High-Resolution Screen, Blu-Ray, Built-In Streaming Apps and Wireless Headphones	No
115-Volt / 150-Watt Power Outlet (front)	No
HDMI Interface ²⁸	No
Satellite-Linked Navigation System	No
Rear Seat Monitor	No
Subscription Services (Or approved equal)	No
Wi-FiHotspot Capability	No
Multi-Zone Audio	No
Wireless Phone Charger	No

COMFORT & CONVENIENCE	
Push Button Start	Yes
Power Windows with Auto-Up/Down Front and 2nd-Row Windows	Yes
One-Touch Turn Indicators	Yes
Tilt and Telescopic Steering Column	Yes
Driver's and Front Passenger's Illuminated Vanity Mirrors	Yes
Map Lights (all rows)	Yes
Front-Row Bag Hook	Yes
Lockable Glove Compartment	Yes
Ambient Console Lighting	Yes
Beverage Holders (all rows)	Yes
Capless Fuel Filler	Yes
Passenger-Assist Grips (front and 2nd-row)	Yes
Garment Hooks (2nd and 3rd row, 4 total)	Yes
Front Door Courtesy Lights	Yes
Rear-Window Defroster	Yes
Rear-Seat Heater Ducts	Yes
Cargo Area Light	Yes
Rear Storage Well	Yes
Illuminated Steering Wheel-Mounted Controls	Yes
Conversation Mirror with Sunglasses Holder	Yes
Cargo Area Bag Hooks	Yes
Lower Seatback Pockets (front row)	Yes
Tri-Zone Automatic Climate Control System with 2nd-Row Controls, Humidity Control and Air Filtration	Yes
Programmable Power Door and Tailgate Locks	Yes
Floor Mats (all rows)	Tri-Color
Integrated Sunshades	2nd-Row
HomeLink (or approved equal) Remote System	Yes
Automatic-Dimming Rearview Mirror	Yes
Leather-Wrapped Steering Wheel	Yes
Lower Seatback Pockets (2nd-row)	Yes
Ambient LED Lighting	No
Upper Seatback Pockets (front row)	No
SEATING	
Front Passenger's Seat with 4-Way Power Adjustment	Yes
Adjustable Seat-Belt Anchors (front row)	Yes

Head Restraints at all Seating Positions	Yes
One-Motion 60/40 Split 3rd-Row	Yes
2nd-Row Seats with Armrests and Walk-in Feature	Yes
Multi-Function 2nd-Row Center Seat	Yes
Heated Front Seats	Yes
Driver's Seat with 12-Way Power Adjustment, Including 4-Way Power Lumbar Support	With Two-Position Memory
Seating Capacity	8
Leather-Trimmed Seats (front and outboard 2nd-row)	Yes
Front Passenger's Seat with 8-Way Power Adjustment, Including 4-Way Power Lumbar Support	Yes
EXTERIOR	
LED Headlights with Auto-On/Off	Yes
Active Shutter Grille	Yes
Rear Privacy Glass	Yes
Intermittent Rear Window Wiper/Washer	Yes
Security System	Yes
Taillights with Integrated LED Light Bars	Yes
Programmable Remote Entry	Yes
Body-Colored Door Handles	Yes
Power Sliding Doors	Yes
Smart Entry with Walk Away Auto Lock®	Yes
LED Fog Lights	Yes
Roofline Spoiler with Integrated Brake Light	Yes
Variable Intermittent Windshield Wipers	Yes
Body-Colored Power Side Mirrors	Heated with Integrated Turn Indicators, Memory and Reverse Gear Tilt-Down
Gloss Black Power Side Mirrors	No
Side Sills	Black
Fin-Type Roof-Mounted Antenna	Black
One-Touch Power Moonroof with Tilt Feature	Yes
Push-to-Release Fuel Filler Door	Yes
Power Tailgate with Programmable Height	Yes
Acoustic Glass	Windshield
<i>COLORS & TRIM</i>	
STANDARD EXTERIOR COLORS <u>(Or approved equal)</u>	

Lunar Silver Metallic (NH-830M)	Mocha
Modern Steel Metallic (NH-797M)	Gray, Black
Crystal Black Pearl (NH-731P)	Black
Obsidian Blue Pearl (B-588PX)	Gray
<u>PREMIUM EXTERIOR COLORS (Or approved equal)</u>	
Platinum White Pearl (NH-883P)	Beige, Black
Sonic Gray Pearl (NH-877P)	No
Radiant Red Metallic II (R-580M)	Beige
Pacific Pewter Metallic (NH-862MV)	Mocha

7.2 Warranty

Vendor must confirm that they will meet the following Warranty Requirements:

Bumper-to-Bumper Warranty – Three years/36,000 miles

- Provides coverage for all components and includes 24-hour Roadside Assistance, including jump-starting, flat tire, lockout assistance, towing, and more.

Powertrain Limited Warranty – Five years/60,000 miles

- Covers routine maintenance and parts replacement for the engine, transmission, transaxle, drivetrain, and restraint system.

Corrosion Limited Warranty – Five years/Unlimited miles

- Covers any corrosion perforation of the sheet metal during the warranty period.

Accessory Limited Warranty – Three years/36,000 miles

- Covers [Honda accessories](#) installed at the time of purchase. Accessories purchased afterward from a Honda dealer are covered for one year.

Replacement Parts Limited Warranty – One year

- Covers [replacement parts](#) purchased from and installed by a Honda dealer. Honda Remanufactured Parts are covered for three years/36,000 miles.

- All warranty work shall be at no cost to Jefferson County Human Services and should be conducted so as to minimize the vehicle's out-of-transit service time
- Jefferson County Human Services shall be notified in writing of all warranties, their coverage and scope at the time of delivery.
- An owner's care book shall also be included with each vehicle; a copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g. wheelchair ramp, etc.) shall be included with each vehicle.
- Where accessories are supplied, they must be compatible with the rest of the product warranties.

- All warranty work must be performed within a reasonable amount of time after the contractor or his designated dealer services receives the vehicle.
- Vehicles delivered by driving them will have the warranty begin at the actual vehicle mileage at the time of final delivery at the sub-recipient's location; dealer is responsible for submitting chassis manufacturers Delayed Warranty Start application.
- Jefferson County Human Services shall consult with contractor to locate the nearest repair facility that can provide the repairs.
- A complete warranty plan shall be provided at bid submittal and, at minimum, shall address the following warranty activities
 - Extension of the warranty period (i.e., due to lack of parts or information needed to complete the warranty repair).
 - Conditions that cause voiding of the warranty
 - Exceptions and additions to warranty (i.e., normal wear and tear, etc.)
 - Procedures to follow when a warranty defect is detected
 - Repair procedures including repairs performed by the vendor and repairs to be performed by the sub-recipient and how parts are to be supplied and which defective components are to be returned or examined by the vendor.
 - Procedures for filing failure analysis reports of safety-related parts or major components removed from vehicles under the warranty period by the vendor to determine if a fleet defect could affect fleet operation
 - Reimbursement for parts and labor
 - Identification of locations/facilities for warranty repairs
 - Maximum response time for delivery of OEM and non-OEM parts that are not in stock at warrant repair facilities.
 - Each vehicle delivered with warranty cards or such documents as are needed by the owner to obtain warranty services.

7.3 Pricing Proposal

Provide your best pricing on Pricing Proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included

in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Pricing proposal.

The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Bids that require a minimum number of commodities or services be ordered will be disqualified.

7.4 Bidders List – Appendix K

Each proposal must include a completed Bidders List (see Appendix K – Bidders List) which consists of all firms that are participating or attempting to participate, on DOT-assisted projects.

For every firm, the following information must be included: (1) Firm name, (2) Firm address, (3) Firm's status as a DBE or non-DBE, (4) The age of the firm, (5) The annual gross receipts of the firm. The list must include all sub-consultants contacting the proposer/offeror expressing an interest in participating in the proposal.

7.5 Federal Clauses for Federal Contracts – Appendix J

Vendor must review and sign the federal clauses. At time of submission, vendor must submit a signed copy of the federal clauses. Bids received without signed federal clauses will not be accepted and will automatically be disqualified from further consideration

7.6 Minimum Qualifications

The Minimum Qualifications located in Section 6.1 will be used to determine eligibility of this procurement. Restate the minimum qualification and provide a synopsis of how the Offeror meets the minimum qualifications.

8.0 CONTRACT ADMINISTRATION INFORMATION

8.1 Contract Administrator

The authorized individual responsible for administering this contract after award is Brian Belford 1541 Annex Rd. Jefferson, WI 53549 BrianB@jeffersoncountywi.gov Administrative Services Division Mgr. Jefferson County Human Services phone: 920-674-8147

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is Mike Hansen 1541 Annex Rd. Jefferson, WI 53549 MichaelH@jeffersoncountywi.gov Transportation Supervisor Jefferson County Human Services phone: 920-675-4049

(Note: This person is NOT authorized to make any changes to the contract but may request any necessary contract modifications from the person identified in 5.1, above).

8.2 Inspection Administrator

The individual and office designated to inspect and accept all contract deliveries and to certify that invoices are proper for payment is Brian Belford 1541 Annex Rd. Jefferson, WI 53549 BrianB@jeffersoncountywi.gov Administrative Services Division Mgr. Jefferson County Human Services phone: 920-674-8147

8.3 Contract Payment Administrator

The individual and office responsible for making contract payments is Brian Belford 1541 Annex Rd. Jefferson, WI 53549 BrianB@jeffersoncountywi.gov Administrative Services Division Mgr. Jefferson County Human Services phone: 920-674-8147

9.0 CONTRACT CLAUSES

The Agency reserves the right to negotiate the following terms and conditions when it is in the best interest of the agency to do so. Vendors may not submit their own Contract document as a substitute for the Agency's Terms and Conditions.

Vendors must accept all terms and conditions or submit point-by-point exceptions along with Bid alternative or additional language for each point. The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

9.1 Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

9.2 Hold Harmless/Indemnification

The contractor agrees to protect, defend, and save the Issuing Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Issuing Agency, under this agreement.

9.3 Payment Terms

Payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Issuing Agency is allowed 30 days to pay such invoices.

9.4 Contract Funding

To ensure the delivery of improved services and competitive pricing, to address potential performance issues, changes in technology or industry consolidation, the Agency reserves the right to negotiate the pricing and terms at the time of contract renewal.

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

9.5 Reference to Contract

The contract or purchase order number **MUST** appear on all invoices in order for the invoice to be considered a properly executed invoice. The contract number must also be identified on all packing lists, packages, and correspondence pertaining to the contract.

9.6 Shipping

Supplies shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

9.7 Assignment, Transfer and Subcontracting

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Issuing Agency.

9.8 Conformance with Contract

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract will be granted without prior written consent of the authorized individual in the Issuing Agency. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

10.0 BID PROCEDURE AND INSTRUCTIONS

10.1 Solicitation Examination

Vendors are responsible for examining all solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the Bidder/offeror.

Should the vendor find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the vendor shall promptly notify the procurement officer in writing.

The Bidder/offeror making such request will be solely responsible for its timely receipt by the authorized procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation that must be acknowledged by all Bidders/offerors when submitting their Bids/offers.

10.2 Alteration of Solicitation Document

In the event of inconsistencies or contradictions between language contained in the solicitation document and a vendor's response, the language contained in the original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

10.3 Interpretations or Representations

The Issuing Agency assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are incorporated into a formal written addendum to the solicitation.

10.4 Satisfactory of Requirements

Requirements identified in this solicitation must be satisfied, or a functional equivalent Bid submitted, which is acceptable to the Issuing Agency. Bidders who do not meet this criterion may be disqualified from further consideration.

A Bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or in whole, may be cause for disqualification of the entire Bid response. Any exceptions taken by the Vendor must be clearly identified on the Bid forms.

10.5 U.S. Funds

All prices Bid must be in U.S. dollars. All contract payments will be made in U.S. dollars.

10.6 Bid Prices

The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this solicitation, but shall include all charges and expenses in connection with the packing of the products and their carriage to the designated place of delivery unless specifically excluded.

Bid prices shall include any and all transportation costs. The Contractor will be paid upon submission of a proper invoice at the prices stipulated herein for products, and/or services delivered to and accepted by the Agency.

10.7 IFB Consideration of All Inherent Costs

Bid prices must take into consideration all inherent costs of providing the services described in the IFB.

10.8 IFB Fixed Pricing

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the Agency and the Contractor. Contractor must provide supporting documentation when requesting price changes.

10.9 EXTENSION OF BID PRICES

In the case of error in the extension of prices in the Bid, the unit price will govern. In a lot Bid, the lot price will govern.

10.10 Vendor Questions and Clarifications

Any questions, "Or Equal" Product Requests, exceptions, or additions concerning this IFB must be submitted in writing on or before 10/29/24 at 4 PM CT to: Brian Belford (BrianB@jeffersoncountywi.gov)

Vendors are expected to raise any questions, exceptions, or additions they have concerning the IFB document by the Question Due Date. Questions must be submitted to the Procurement Manager.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the Vendor must immediately notify the Procurement Manager of the issue in writing and request modification or clarification of the IFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this IFB, supplements or addendums will be posted on Vendor Net.

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 a formal written bid amendment. Any requests 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 "or equal" product information by 12/19/2023 by 2 PM CT will result in disqualification of the "or equal" alternate bid. The Department of Transportation will be the sole judge of equivalency and acceptability.

10.11 IFB Clarifications

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the Bidder should immediately notify (Brian Belford) at (BrianB@jeffersoncountywi.gov) via e-mail **NO PHONE CALLS.**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this IFB, addendums or amendments will be provided via Vendor Net.

Bidders are encouraged to log into Vendor Net periodically during the IFB process. The person who is registered for the Bidder on Vendor Net should get an email any time a change is made to the IFB.

No phone calls, emails or other correspondence to other Agency staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Bid. All oral communications are unofficial. Bidders shall rely only on written statements issued by the Procurement Manager.

10.12 SOLICITATION AMENDMENTS

If the solicitation is amended, then all terms and conditions that are not modified remain unchanged. It is the Bidder's/offeror's responsibility to keep informed of any changes to the solicitation.

Bidders/offerors must sign and return with their Bid/offer an Acknowledgment of Addendum for any addendum issued. In sealed Bid procurements, BIDS that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

10.13 LATE BIDS AND BIDS

Regardless of cause, late Bids will not be accepted and will automatically be disqualified from further consideration. It is solely the vendor's risk to ensure delivery of bids/offers at the designated office by the designated date and time. Late Bids will not be opened and may be returned to the vendor at the expense of the vendor or destroyed, if so requested.

10.14 Method of Bid

Attachment A contains the Pricing bid for this solicitation, and must be completed in full and returned at the time of Bid. Vendors may not alter the Pricing bid in any manner. **Alternate pricing formats will not be accepted and may result in disqualification of the Bid.**

Pricing submitted must include all costs to furnish the services included in the Bid, in accordance with the terms and conditions of this IFB, including labor, travel, and insurance. The following additional costs or fees are not allowed in any Bid:

- A. Delivery location fees
- B. Small Order/Minimum Order fees
- C. Special Order fees
- D. Purchasing Card (P-Card) related charges
- E. Return/Restocking fees

All prices must be quoted in U.S. Dollars.

10.15 Multiple Bids

Multiple Bids from a single Vendor will be permissible; however, each Bid must conform fully to the requirements for response. Each such Bid must be separately submitted and should be labeled as Bid #1, Bid #2, etc., on each page included in the response.

10.16 Incurring Costs

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the Bidder/offeror. The Issuing Agency is not liable for any expense incurred by the Bidder/offeror in the preparation and presentation of their Bid/offer or any other costs incurred by the Bidder/offeror prior to execution of a purchase order or contract.

10.17 Withdrawal of BIDS

BIDS shall be irrevocable until Contract award unless the Bid is withdrawn. Vendors may withdraw a response at any time up to the Bid closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the Procurement Manager.

If a previously submitted response is withdrawn before the deadline for Bid, the Vendor may submit another response at any time up to the Bid closing date and time.

11.0 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS

11.1 Debarment

The contractor certifies, by submitting this Bid or Bid, that neither it nor its principals are presently debarred, suspended, Bid for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

If the contractor cannot certify this statement, attach a written explanation for review by the Issuing Agency and WisDOT.

11.2 Registration and Licenses

The contractor certifies, by submitting this Bid or Bid, that it is properly registered and licensed to conduct business within the State of Wisconsin and the local jurisdiction in which this solicitation is issued and any resultant contract awarded.

The contractor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract requires the use of appropriately certified and/or licensed employees in the execution of the contract, (e.g., skilled trades such as electricians, etc.), the contractor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term on any resultant contract.

11.3 Warranties

The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the Issuing Agency.

Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

11.4 Disadvantage Business Enterprise (DBE)

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT has established a 1.85% transit DBE goal for FFY 2020-2022. A separate contract specific goal has not been established for this procurement.

- A. Bidders that have DBE firms participating on this contract should provide the following information:
 - a. The names and address of DBE that will participate in this contract.
 - b. A description of the work each DBE will perform.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written and signed documentation of the Bidder/offeror's commitment to use a DBE subcontractor.
 - e. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts.
 - g. The successful contractor will be required to report its DBE participation obtained throughout the period of performance.
 - h. More information on required DBE documentation is available in Federal Clauses.

12.0 BID SUBMISSION

12.1 Marking and Submitting Bids

Bids must be sealed and labeled on the outside of the package with the vendor's name and the solicitation number. Bids must be submitted in one "Original" and with the specified number of copies to the office identified in the solicitation and at the date and time specified in the solicitation.

12.2 Email Submittal(s)

Email bid submittal(s) are also allowed in lieu of a physical response to the procurement events. If a Vendor is submitting their Bid through email, the submittal must include all required documentation organized and named as detailed in this IFB.

Email Bid submissions must be submitted to: BrianB@jeffersoncountywi.gov

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All Bids **MUST** be received no later than Submission Due Date and Time. The timestamp on the email as it is received by the agency will be the submittal time. **Bids received after the submittal time will be considered late and rejected.**

12.3 IFB Bid Organization and Format

Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this IFB.

Only information that can be identified as a trade secret, proprietary and confidential on the designated form will be treated as such. **Bidder shall not label or identify their entire Bid as confidential.**

Tab 1 - Table of Contents: Provide a table of contents for the Bid submitted.

Tab 2 – RFB Cover Sheet, Signature Page and Required Forms: Provide a transmittal letter that clearly identifies all of the following:

- A. Bidder's organization information:
 - a. Name and title of Bidder representative;
 - b. Name and address of company;
 - c. Telephone number, fax number, and email address.
- B. A signed and completed Bid Signature Page – Appendix B

- C. A confirmation that the information contained in the Offeror's Bid is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
- D. A confirmation of Acknowledge the receipt of IFB addenda; if none has been posted, include a statement to that effect; and
- E. A statement acknowledging the Bid conforms to all requirements of the Agency including procurement rules and procedures articulated in this IFB; and
- F. Failure to provide the following forms/responses with your Bid submittal may disqualify your bid:
 - APPENDIX B – SIGNATURE PAGE
 - APPENDIX C - AFFIDAVIT OF NON-COLLUSION
 - APPENDIX D – BIDDER INFORMATION
 - APPENDIX E – REFERENCES
 - APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
 - APPENDIX I - RECORD KEEPING
 - Appendix J - Federal Clauses for Federal Contracts
 - Appendix K – Bidders List

Contract Deliverables Provide the information and documentation specified in Section 7 of this IFB. Responses to requirements must be in the same sequence and numbered as they appear in the IFB. Include all required documentation.

Bid Content Provide the information and documentation specified in Section 8 of this IFB. Responses to requirements must be in the same sequence and numbered as they appear in the IFB. Include all required documentation.

Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016)) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)) The attachment provided with the IFB represents the Contract terms and conditions which the Agency expects to execute with each successful Bidder(s). The Bidder must respond to the provisions contained in this document according to the instructions provided.

The Bidder may not submit its own contract document as a substitute for these terms and conditions. Bidder responses to provisions shall be consistent with its response to all other sections of this IFB.

Pricing Bid: Provide price information as directed in Appendix A. Include all costs for furnishing the product(s) and/or service(s) included in this Bid. Failure to provide any requested information in the prescribed excel format may result in disqualification of the Bid.

Financial Stability Documentation: Bidders responding to this IFB must be able to substantiate their financial stability by submitting either a letter from Bidder's bank or auditor verifying financial stability. Financial statements and documents should NOT accompany the bank/auditor letter that the Offeror submits under this separate cover. The Agency may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

12.4 Late Bids, Bid Modifications, or Bid Withdrawals

The Bidder assumes the sole risk and responsibility for assuring delivery of a Bid, Bid modification, or Bid withdrawal at the designated office by the designated date and time set for Bid closing. In general, any Bid, modification, or Bid withdrawal received at the office designated in the solicitation after the exact time specified for receipt of BIDS is "late" and will not be considered.

Acceptable evidence to establish the time of receipt at the designated office includes the time/date stamp applied to the Bid envelope or package by the agency, other documentary evidence of receipt maintained by the agency, or oral testimony or written statements by agency personnel.

- A. A late modification of an otherwise successful Bid, that makes its terms more favorable to the agency, may be considered at any time it is received and may be accepted.

- B. Bids may be withdrawn by written notice received at any time before the exact time set for receipt of BIDS. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of BIDS, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.
- C. Bids that arrive unpackaged or unsealed shall not be accepted.

12.5 Authorized Signature

An individual authorized to legally bind the business submitting the Bid must sign the solicitation. The Bidder's/offeror's name, title, and signature on a Bid/offer in response to the solicitation guarantees that the Bid/offer has been established without collusion and without effort to preclude the Issuing Agency from obtaining the best possible supply or service.

12.6 Descriptive Literature

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each Bid. The Issuing Agency reserves the right to examine products further to determine compliance with the stated specifications.

12.7 IFB Complete Responses

Bid responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the IFB. Responses must be concise yet complete.

Do not simply restate the Requirement verbatim as the response to a Requirement. If the IFB calls for a process description, include a process map as well as the frequency at which that map will be updated. Bidder shall not direct the reader to a website (or any other sources outside of the submitted Bid) as part of its response to the requirement or question.

12.8 Vendor References

The Agency will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should The

Agency determine that one or more references are unsatisfactory, inadequate, or inappropriate.

13.0 SELECTION AND AWARD PROCESS

13.1 Bid Opening

A public Bid opening will be held via Teams on 1/22/2025 at 9 AM CT. The names of all Vendors will be read aloud at that time. All interested parties must contact Brian Belford at BrianB@jeffersoncountywi.gov by 1/21/2025 at 4PM CT to receive call-in information.

13.2 Preliminary Review and Acceptance of Bid

All Bids will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Agency shall be the sole judge as to Vendors' compliance with the Bid instructions.

Bids that do not comply with Vendor Qualifications or Mandatory Specifications **will be** disqualified. Bids that do not comply with Contract Terms and Conditions **may** be disqualified. AGENCY in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the State.

13.3 CONTRACT AWARD

The Issuing Agency will evaluate BIDS in response to this solicitation without discussions and will award a fixed-price contract to the responsible Bidder whose Bid, conforming to the solicitation, will be most advantageous to the Agency considering only price and the price-related factors specified elsewhere in the solicitation.

- A. The Agency may—
 - a. Reject any or all BIDS;
 - b. Accept other than the lowest Bid; and
 - c. Waive informalities or minor irregularities in BIDS received.

- B. The Agency may accept any item or group of items of a Bid, unless the Bidder qualifies the Bid by specific limitations. Unless otherwise provided in the Schedule, BIDS may be submitted for quantities less than those specified. The Agency reserves the right to make an award on any item for a quantity less than

the quantity offered, at the unit prices offered, unless the Bidder specifies otherwise in the Bid.

- C. A written award or acceptance of a Bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the Bid shall result in a binding contract without further action by either party.
- D. The Agency may reject a Bid as nonresponsive if the prices Bid are materially unbalanced between line items or subline items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid will result in the lowest overall cost to the Agency even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

13.4 BID ACCEPTANCE PERIOD

Bids or bids must be held firm for a minimum of 60 calendar days, unless otherwise stated below. Bids which offer a period less than the minimum stated will be rejected as non-responsive.

14.0 BID AWARD

14.1 Basis for Award

Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the Issuing Agency in accordance with the specifications set forth in the Invitation for Bid. The Issuing Agency will notify in writing the vendors who respond to this IFB with the “Notice of Intent to Award” for the contract(s) it intends to award under this solicitation.

14.2 Evaluation Factors for Awards

Bids will be evaluated based upon price and price-related factors. Bids will be evaluated by the issuing agency to verify that they will meet all specified requirements in this IFB. This verification may include requesting reports on the vendor’s financial stability, conducting demonstrations of the vendor’s Bid products and/or services and reviewing results of past awards.

14.3 Rejection of Bids

Circumstances under which individual bids will be rejected include any bid that:

1. Fails to conform to the solicitation's essential requirements.
2. Does not conform to the specifications unless the solicitation authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the solicitation.
3. Fails to conform to the stated delivery schedule or permissible alternates.
4. Imposes conditions that would modify the solicitation's requirements or limit the bidder's liability to the Issuing Agency (to allow the bidder to impose such conditions would be prejudicial to other bidders). For example, bids must be rejected in which the bidder:
 - i) Protects against future changes in conditions, such as increased costs, if total possible costs to the Agency cannot be determined;
 - ii) Fails to state a price and indicates that price shall be "price in effect at time of delivery;"
 - iii) States a price but qualifies it as being subject to "price in effect at time of delivery;"
 - iv) When not authorized by the solicitation, conditions or qualifies a bid by stipulating that it is to be considered only if, before date of award, the bidder receives (or does not receive) award under a separate solicitation;
 - v) Requires that the Agency determine that the bidder's product meets applicable solicitation specifications; or
 - vi) Limits the Agency's rights under any contract clause.

14.4 Protests

Irrespective of whether a bidder/offeror submits a protest before or after contract award, the protester must exhaust all administrative remedies with the procuring agency before pursuing a protest with WisDOT or FTA.

Based on alleged apparent improprieties in a solicitation and violation of a statute or a provision of the Wisconsin Administrative Code, an intent to protest must be filed no later than five (5) working days after the notices of intent to award is issued. The protest must be filed with the procuring agency no later than ten (10) working days after the notice of intent to award are issued. In all other cases, protests must be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

Must be concise and logically presented. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and

Wisconsin Administrative Code provisions that are alleged to have been violated. Failure to substantially comply with any of this provision may be grounds for dismissal of the protest.

Must include the following information:

- 1) The protestor's name, address, and fax and telephone numbers.
- 2) Solicitation or contract number.
- 3) Detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the protester.
- 4) Copies of relevant documents.
- 5) Request for a ruling by the subrecipient.
- 6) Statement as to the form of relief requested.
- 7) All information establishing that the protester is an interested party for the purpose of filing a protest.
- 8) All information establishing the timeliness of the protest.

Shall be filed in writing to the procurement officer of the procuring agency. A copy of such documents must simultaneously be sent to the Transit Procurement Manager, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913.

The procurement officer will issue a decision on the protest within 10 working days of receiving the written protest. A copy of the decision will also be provided to the WisDOT Transit Procurement Manager.

If the bidder/offeror is not satisfied with the outcome following the review of the initial protest by the procuring agency, the bidder/offeror can pursue remediation directly with the Wisconsin Department of Transportation (WisDOT). The WisDOT's review will be limited to whether there were improprieties in the solicitation process or if there was a failure of the procuring agency's procurement system.

If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

15.0 CANCELLATION AND TERMINATION

15.1 Termination of Contract

Unless otherwise stated, the Issuing Agency may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract. The Agency may also terminate this contract if funds are not appropriated or otherwise made available to support the Agency's continuation of performance of this contract in a subsequent fiscal period.

15.2 Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice. agency must notify the Supplier at least thirty (30) calendar days prior to the desired date of termination for convenience. The Supplier must notify agency at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Supplier will continue providing services in accordance with the Contract requirements.

In the event of termination for convenience, the Supplier shall be entitled to receive compensation for any fees owed under the Contract. The Supplier shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of agency, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of agency, the Supplier may be compensated for the actual service hours provided. agency shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Supplier requesting the refund.

15.3 Termination for Cause

The agency may terminate this Contract after providing the Supplier with thirty (30) calendar days written notice of the Supplier's right to cure a failure of the Supplier to perform under the terms of this Contract, if the Supplier fails to so cure or commence to cure.

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

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

Upon termination for cause, the Supplier shall be entitled to receive compensation for any deliverables' payments owed under the Contract only for deliverables that have been approved and accepted by agency.

15.4 Contract Cancellation

The agency reserves the right to immediately cancel this Contract, in whole or in part, without penalty and without an opportunity for Supplier to cure if the Supplier:

- a) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- b) Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- c) Makes an assignment for the benefit of creditors;
- d) Becomes a federally debarred Supplier;
- e) Is excluded from federal procurement and non-procurement contracts;
- f) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- g) Fails to maintain the confidentiality of agency's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- h) Supplier's performance threatens the health or safety of a agency employee or agency customer.

APPENDIX B

Bid Signature Page

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of BIDS to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our Bid.

Name of Authorized Company Representative	Title	Phone
Signature of Above	Date	Email

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number

--

I hereby swear (or affirm) under the penalty of perjury:

- 1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

- 2. That the attached offer (Bid) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

- 3. That the contents of the solicitation response (the Offeror's Bid) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and

- 4. I certify that the statements in this affidavit are true and accurate.

Name of Authorized Company Representative	Title	Phone
Signature of Above	Date	Email
Signed Notary Public	My Commission Expires	

APPENDIX D

BIDDER INFORMATION

Proposing Company/Org. Name				
FEIN		UEI		
Phone				
Email				
Address				
City		State		Zip + 4

Contact person for questions concerning this Bid				
Title				
Phone				
Email				
Address				
City		State		Zip + 4

Contact person for Human Resources and/or Civil Rights				
Title				
Phone				
Email				
Address				
City		State		Zip + 4

Contact person for all Purchase Orders and Billing				
Title				
Phone				
Email				
Address				
City		State		Zip + 4

APPENDIX E

REFERENCES

Vendor:

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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. **WisDOT employees must not be listed as references.**

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/Bid, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/Bid are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/Bids are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/Bid response may mean that all information provided as part of the bid/Bid response will be open to examination and copying. The state considers other markings of "confidential" in the bid/Bid response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name of Authorized Company Representative	Title	Phone

Signature of Above	Date	Email

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/Bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/Bidders are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/Bid.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/Bidder's letterhead, signed, and attached to the request. In the absence of such statement, the bid/Bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/Bidders shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/Bid evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase Bid shall be submitted to the contracting agency thirty (30) calendar days before the Bid effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/Bid documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/Bids, to waive any technicality in any bid/Bid submitted, and to accept any part of a bid/Bid as deemed to be in the best interests of the State of Wisconsin.

Bids/Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/Bid is due. Bids/Bids date and time stamped in another office will be rejected. Receipt of a bid/Bid by the mail system does not constitute receipt of a bid/Bid by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/Bidder, equipment purchased as a result of this request shall be warranted against defects by the bidder/Bidder for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/Bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/Bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/Bidders may request the form if it is not part of the Request for Bid/Request for Bid package. Bid/Bid prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/Bidder shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/Bidder to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/BID CONTENT: The contents of the bid/Bid of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/Bid, the bidder/Bidder certifies, and in the case of a joint bid/Bid, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Bidder or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/Bid have not been knowingly disclosed by the bidder/Bidder and will not knowingly be disclosed by the bidder/Bidder prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/Bidder or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/Bidder to induce any other person or firm to submit or not to submit a bid/Bid for the purpose of restricting competition.

2.4 Each person signing this bid/Bid certifies that: He/she is the person in the bidder's/Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/Bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/Bid held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

APPENDIX I

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to the provision of IFB goods.

Be sure to include:

- Record Keeping Requirements
- Audits

Insert text here: