

# REQUEST FOR BID

**Model Year 2019 or Newer Passenger,  
Law Enforcement Vehicles and  
Light Duty Trucks – Cab & Chassis'**

**RFB#: 28292**

**Issued: October 9, 2018**

**Responses Due: November 9, 2018 at 2:00 PM CST**



## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION AND PURPOSE</b> .....	<b>4</b>
1.1	DEFINITIONS .....	4
1.2	PURPOSE AND SCOPE OF THE REQUEST FOR BID .....	6
1.3	OVERVIEW OF PROCURING AGENCY, BACKGROUND, AND OBJECTIVES .....	6
1.4	CONTRACT TERM .....	6
1.5	MODIFICATIONS OF CONTRACT .....	6
1.6	ORDER OF PRECEDENCE .....	7
1.7	COOPERATIVE PURCHASING SERVICES .....	7
1.8	RESPONDING TO BID REQUIREMENTS .....	7
<b>2.0</b>	<b>BIDDER QUALIFICATIONS AND REQUIREMENTS</b> .....	<b>8</b>
<b>3.0</b>	<b>MANDATORY SPECIFICATIONS OF BID</b> .....	<b>8</b>
3.1	TECHNICAL REQUIREMENTS .....	8
3.2	REQUIRED EQUIPMENT: .....	8
3.3	MANUFACTURER SPECIFICATION CONFIRMATION REQUIREMENT: .....	8
3.4	OPTIONAL EQUIPMENT: .....	8
3.5	PLOWS .....	9
3.6	TOPPERS & TONNEAU COVERS .....	9
3.7	WARRANTY .....	9
3.8	NAMEPLATES – DECALS .....	9
3.9	REQUEST FOR BID PARTICIPATION .....	9
3.10	PERFORMANCE AND SUPPORT REQUIREMENTS .....	9
<b>4.0</b>	<b>SPECIAL TERMS AND CONDITIONS OF BID</b> .....	<b>9</b>
4.1	ORDERS .....	9
4.2	DELIVERY REQUIREMENTS .....	10
4.3	DUPLICATES AND OVER SHIPMENTS .....	10
4.4	BACKGROUND CHECKS .....	10
4.5	REPORTING .....	10
4.6	FRATERNIZATION/AGENCY WORK RULES .....	10
4.7	PAYMENT TERMS .....	10
4.8	CERTIFICATES OF INSURANCE .....	10
4.9	CANCELLATION AND TERMINATION .....	11
<b>5.0</b>	<b>COST STRUCTURE AND COST SHEET INSTRUCTIONS</b> .....	<b>12</b>
5.1	METHOD OF BID .....	12
5.2	FOB DESTINATION, FREIGHT PREPAID AND ALLOWED/INSTALLED .....	12
5.3	PRICE SHEET INSTRUCTIONS .....	12
5.4	REQUESTING PRICE ADJUSTMENTS .....	13
<b>6.0</b>	<b>BID PROCEDURE AND INSTRUCTIONS</b> .....	<b>13</b>
6.1	CALENDAR OF EVENTS .....	13
6.2	CORRESPONDENCE, CLARIFICATIONS, AND QUESTIONS .....	13
6.3	REASONABLE ACCOMMODATIONS .....	14
6.4	WISCONSIN eSUPPLIER PORTAL REGISTRATION .....	14
6.5	BIDDER CONFERENCE .....	15
6.6	SUBMITTING A BID .....	15
6.7	ELECTRONIC BID SUBMITTAL (STRONGLY PREFERRED) .....	15
6.8	HARD COPY BID SUBMITTAL .....	15
6.9	EMAILED BIDS .....	16
6.10	FORMAT OF BID RESPONSE .....	16
6.11	INCURRING COSTS .....	17
<b>7.0</b>	<b>BID ACCEPTANCE AND AWARD</b> .....	<b>17</b>
7.1	BID OPENING .....	17
7.2	BID REVIEW .....	17
7.3	BID ACCEPTANCE .....	17
7.4	METHOD OF AWARD .....	17
7.5	COOPERATIVE PURCHASING .....	18

7.6	BIDDER REFERENCES/CLIENT LIST .....	18
7.7	USE OF SUBCONTRACTORS .....	18
7.8	SUPPLIER DIVERSITY .....	19
7.8.1	MINORITY-OWNED BUSINESS ENTERPRISE .....	19
7.8.2	VETERAN-OWNED BUSINESS .....	19
7.8.3	DISABLED VETERAN-OWNED BUSINESS .....	19
7.8.4	WOMAN-OWNED BUSINESS ENTERPRISE .....	20
7.9	DEBARMENT .....	20
7.10	AWARD NOTIFICATION .....	20
<b>8.0</b>	<b>REQUIRED FORMS .....</b>	<b>20</b>

## 1.0 INTRODUCTION AND PURPOSE

The State of Wisconsin, as represented by its Department of Administration (DOA), intends to use the results of this procurement to conduct statewide vehicle purchases for 2019 and 2020 Model Years or newer. This document provides interested parties with all relevant information to enable them to prepare and submit an official response. Contracts that are established through this Request for Bid (RFB) will be utilized by State Agencies including University of Wisconsin System campuses and eligible participants in the State of Wisconsin's cooperative purchasing services.

### 1.1 DEFINITIONS

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

Agency:	An office, department, Agency, institution of higher education, association, society or other body in State government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.
Authority:	a body created under subch. <a href="#">II of ch. 114</a> or subch. <a href="#">III of ch. 149</a> or under ch. <a href="#">231</a> , <a href="#">232</a> , <a href="#">233</a> , <a href="#">234</a> , <a href="#">235</a> , <a href="#">237</a> , or <a href="#">279</a> .
Authorized Users:	Includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use Contracts, as established in §16.70 (1b), (1e), (2), (4) and (8), §16.73 and §66.0301 of the Wisconsin Statutes and PRO-D-30 of the State Procurement Manual.
Bid:	A price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell. For the purposes of this RFB, a Bid includes all requisite forms, response completed as instructed.
Bidder:	A person or firm that responds to this Request for Bid.
Bid Item Number:	the number that will be used to delineate bid awards.
Bio-Diesel (B20):	20% biodiesel, 80% petroleum diesel.
Bid Price:	Shall be inclusive of all Required Equipment as specified in this RFB and is the price that will be used in determining contract award.
CNG:	Compressed Natural Gas
Commodity:	A tangible article of trade or item of merchandise; goods, products, materials, supplies, or finished products. A Commodity is not a Service for purposes of this RFB, but a Commodity may include incidental or related Services.
Contract:	The written agreement between the successful Bidder and the State covering the commodities and Services to be performed pursuant to this RFB.
Contract Administrator:	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.

Contractor:	The person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide equipment, materials, supplies, contractual Services, or leasing real property to the Procuring Agency.
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.
Dealer:	A firm submitting a bid in response to the Request for Bid
Dealer Invoice Price:	The price that appears on the invoice that the manufacturer sends to the dealer when the dealer receives a vehicle from the factory.
Department:	The Department of Administration
Disabled Veteran-Owned Business (DVB):	A business that has been certified by the Department of Administration under Wis. Stat. §16.283.
E85:	Blend of 85% ethanol and 15% gasoline
Minority-Owned Business Enterprise (MBE):	A business that has been certified by the Department of Administration under Wis. Stat. §16.287
MSRP:	Manufacturer Suggested Retail Price – this price MUST be published and supplied by the Manufacturer.
Municipality:	Any Wisconsin county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public Contracts (Wis. Stat §16.70(8)).
Notice of (Intent to) Award:	A writing issued by the Procuring Agency notifying all Bidders of the Procuring Agency's intent to award a Commodity Contract to the successful Bidder(s), or in the case of Services, the Procuring Agency's intent to award a Contract to the successful Bidder(s).
Optional Equipment:	Equipment the bidder shall provide pricing for that the State may order.
Purchasing Card (PCard):	A charge card issued to an authorized state employee through the Department of Administration, State Bureau of Procurement's Purchasing Card Contract.
Procurement Specialist:	The individual responsible for overseeing and administering the procurement process for a Bid.
Procuring Agency:	The State Agency conducting the purchasing transactions.
Required Equipment:	Minimum list of equipment that shall be included in the bid price.
Services or Contractual Services:	An intangible product, including actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support, including all related material necessary to fulfill that which the successful Bidder is obligated to accomplish or to provide under this RFB.

Specification:	A descriptive statement of the physical, functional and performance characteristics of the Commodity or service required by the Procuring Agency. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing or preparing a supply item for delivery, or the necessary performance criteria. When used throughout this RFB, this term is used interchangeably with the term "requirement".
----------------	---

## 1.2 PURPOSE AND SCOPE OF THE REQUEST FOR BID

The Department of Administration, requests Bids for the purchase of vehicles or Model Year 2019 or newer vehicles for the State of Wisconsin Agencies including University of Wisconsin System campuses and eligible participants in the State of Wisconsin's cooperative purchasing service, and intends to use the results of this process to award a Contract. The Department of Administration does not guarantee it will purchase any specific quantity or dollar amount. Bids that require a minimum number of commodities or Services be ordered will be rejected. There will be no guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract.

## 1.3 OVERVIEW OF PROCURING AGENCY, BACKGROUND, AND OBJECTIVES

The State of Wisconsin Department of Administration intends to purchase the following 2019 or newer Model Year Vehicles:

- Passenger Vehicles
- Law Enforcement Vehicles
- Light Duty Trucks and Cab & Chassis
- 

The attached Bid Price Sheets identify the following information:

- The different vehicle configurations that the State of Wisconsin may wish to purchase
- The Required Equipment that shall be included for each vehicle.
- The Optional Equipment that may be purchased in addition to the base vehicle.

The Manufacturer vehicle order codes listed on the Bid Price Sheets are for reference only, the most current Manufacturer's model including the specified bid requirements are to be provided.

**It is the responsibility of the bidder to provide any additional items necessary beyond the order codes to meet the specifications in the RFB.**

## 1.4 CONTRACT TERM

This Contract will run for an initial one (1) year period. The Procuring Agency and the Contractor, upon written mutual agreement, may renew the Contract for up to an **additional one (1) year period**. The Contract shall be effective on the date it is executed by the Procuring Agency. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

## 1.5 MODIFICATIONS OF CONTRACT

The Contract shall not be used for purchasing commodities or Services outside of the general scope and intent of the original Request for Bid. Any modifications made to the Contract shall fall

within the scope of the Bid and be rendered in writing and signed by both parties or they will be void.

## **1.6 ORDER OF PRECEDENCE**

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid response from the successful Bidder as accepted by the Procuring Agency, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Bidder to accept these elements into the Contract will result in the cancellation of the Contract award.

In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Final Signed Contract with clarifications included
- Bid Response as accepted by the State of Wisconsin
- Request for Bid

A sample State of Wisconsin contract (Attachment D – Sample Contract) has been attached as a Supporting Document to this RFB. It represents the terms and conditions the State expects to execute with the successful bidder(s).

## **1.7 COOPERATIVE PURCHASING SERVICES**

Commodities and Services may be made available to Municipalities upon agreement of the Contractor. Where requested by the State, and agreed to by the Contractor(s), Municipalities shall be able to obtain the commodities and Services procured under the Contract at the same rates agreed to by the Procuring Agency and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the Procuring Agency and providing appropriate documentation and support and reporting Contract usage by Municipalities.

## **1.8 RESPONDING TO BID REQUIREMENTS**

Mandatory Bidder qualifications and/or requirements in this RFB document must be minimally met without exception; failure to meet such will disqualify your Bid. Before the award of any Contract, the Procuring Agency shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this Bid. It is the Bidder's responsibility to acquaint the Procuring Agency with these qualifications by submitting appropriate or supporting documentation.

Certain qualifications/Specifications will be presented by the Procuring Agency in the eSupplier portal as itemized questions that require an affirmative response from you that you can meet them (e.g., "yes/no" prompt, dropdown menu, required attachment). Other requirements may be presented in a grouped manner (e.g., "Does your company meet requirements 2.1-2.8?"). For any itemized or grouped requirements that you cannot meet, you must check "no" and provide a supplemental document as an attachment to explain.

Failure to meet a qualification will disqualify your Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

## 2.0 BIDDER QUALIFICATIONS AND REQUIREMENTS

All Bidder qualifications in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

Bidder shall have done business within the last three (3) years with a private or public organization that owns and operates a fleet with at least 50 total vehicles.

## 3.0 MANDATORY SPECIFICATIONS OF BID

All requirements in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

### 3.1 TECHNICAL REQUIREMENTS

Bidder shall use Bid Price Sheet to respond to this section. All Technical Requirements are mandatory. Submission of a Bid means the Bidder agrees that they comply with the requirements detailed by the State in this section. Failure to meet a mandatory requirement will disqualify your Bid or may result in the cancellation of a Contract Award. In the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

### 3.2 REQUIRED EQUIPMENT:

Required Equipment, as identified in the Bid Price Sheets shall be included in the Bidders bid price. Do not delete standard options in favor of less expensive non-standard options. By checking "YES," in the applicable Required Equipment Price Sheet, Bidders confirm that each line of the Required Equipment listed is included in their bid price. If no single Bidder is able to comply with a specific line of the Required Equipment the State reserves the right to delete that requirement of the RFB. All equipment shall be factory installed unless noted in the Bid Price Sheets.

### 3.3 MANUFACTURER SPECIFICATION CONFIRMATION REQUIREMENT:

To confirm the bidder's ability to meet bid specifications, bidders will provide, at time of bid, a CD or Flash Drive for each Bid Item, consisting of a, PC Carbook, Blackbook Vehicle Detail or similar Manufacturer software that provides the factory codes and detail descriptions of **all required and all optional equipment** for the vehicles the bidder proposes to furnish. Vendors must include the Manufacturer's Suggested Retail Price (MSRP) for each vehicle bid on the Bid price sheet "Attachment C". **Vehicle bids submitted without manufacturer specification confirmation may be disqualified.**

### 3.4 OPTIONAL EQUIPMENT:

Each bid item number has specific Optional Equipment listed. The Optional Equipment is designed to supplement the Required Equipment already provided in the Bidder's bid price. There is no guarantee that the State will order any of the requested Optional Equipment. **All optional equipment listed in the bid or offered by the manufacturer must be priced less than MSRP.** All equipment shall be factory installed unless noted in the Bid Price Sheets. A standard discount percentage off of "MSRP" shall be submitted for additional Manufacturer options available and for future options not released by the Manufacturer.



### 3.5 PLOWS

Bid price shall include installation per the manufacturer guidelines. All plows shall be fully functioning and include a handheld or cab mounted controller. Dealer is to clearly indicate with each plow size bid the manufacturer's recommended truck or cab and chassis size(s) the plow is able to be installed on.

### 3.6 TOPPERS & TONNEAU COVERS

Bid price shall include installation per the manufacturer guidelines with the topper color coded to match the color of the vehicle and the Tonneau cover type and color is to be determined from standard offerings prior to vehicle delivery.

### 3.7 WARRANTY

Bidder shall furnish the standard manufacturer's warranty with invoice for each vehicle at the time of delivery.

### 3.8 NAMEPLATES – DECALS

Contractor nameplates or decals **shall not** be affixed in any manner to any vehicle(s) or accessories delivered; photographs of vehicle with identification decals are not allowed.

### 3.9 REQUEST FOR BID PARTICIPATION

If you represent a manufacturer not identified in this Request for Bid and are interested in participating, email the RFB manager (**Leann McGowan at [LeannK.McGowan@wisconsin.gov](mailto:LeannK.McGowan@wisconsin.gov)** ) no later than **October 16, 2018 at 2:00 PM CDT** to request an applicable Bid Price Sheet. **Requests made after this time will not be acknowledged.**

### 3.10 PERFORMANCE AND SUPPORT REQUIREMENTS

Bidder must complete and submit **Attachment B 28292** to confirm that they have reviewed and will comply to the Performance and Support Requirements as specified on Attachment B, if their Company is awarded a contract. Attachment B is located in eSupplier as a mandatory "Bid Factor" in the event forms for RFB 28292.

## 4.0 SPECIAL TERMS AND CONDITIONS OF BID

The State reserves the right to negotiate special terms and conditions when it is in the best interest of the State to do so. The Bidder shall not submit its own Contract document as a substitute for the State's Special Terms and Conditions.

Bidders shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative language for each point. The State may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the terms and conditions will occur only if the change is in the best interest of the State.

### 4.1 ORDERS

Contracted Vendors should only accept orders that are sent in the form of an Agency's purchase order sent by the Contract Manager or an Authorized Fleet Manager. Any orders that are accepted by the contracted Vendor that is not on official purchase order will be at the liability of

the Vendor.

#### **4.2 DELIVERY REQUIREMENTS**

Reference "Vehicle Delivery" section as specified in Attachment B of the mandatory Performance and Support Requirements.

Failure to accept the delivery requirement may disqualify the Bid.

#### **4.3 DUPLICATES AND OVER SHIPMENTS**

Upon notification by the Procuring Agency of a duplicate or over shipment, goods shall be removed at the Contractor's expense. If such goods are not removed within 30 business days of receipt of written notification from the Procuring Agency, the Procuring Agency shall dispose of them at its discretion and will not be held liable for the cost.

#### **4.4 BACKGROUND CHECKS**

Due to the nature of this solicitation, the Procuring Agency reserves the right to conduct background checks on the organization, its officers and employees, and subcontractors, if applicable, in order to determine whether any conviction exists that is substantially related to the solicited Commodity or service, or if such conviction may otherwise adversely affect the Bidder's ability to perform under the resulting Contract. The State is the sole determinant of whether the results of a background check(s) will negatively impact the Contractor's ability to meet contractual obligations and requirements.

#### **4.5 REPORTING**

Reference "Reporting" section as specified in Attachment B of the mandatory Performance and Support Requirements.

#### **4.6 FRATERNIZATION/AGENCY WORK RULES**

All Contractors and their subcontractors (if applicable) working on-site are subject to departmental rules. A copy of these rules may be obtained by written request to the Procuring Agency's Procurement Manager identified in this RFB.

#### **4.7 PAYMENT TERMS**

Payment will not be made until the vehicle is determined to meet all Specifications, requirements and deliverables and has been accepted by the receiving Agency.

#### **4.8 CERTIFICATES OF INSURANCE**

##### **INSURANCE POLICY INSPECTION (Commodity)**

Upon request by the State of Wisconsin, the Bidder shall provide copies of insurance policies and/or insurance certificates in effect during this Contract. The insurance policies shall be issued by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A- unless otherwise approved in writing by the State's Contract Administrator and the signature of an authorized agent.

The policies and/or certificates shall be submitted to the State upon request, for annual review, and/or when insurance coverage(s) or providers are changed. In the event the Contractor's required insurance policies in effect during this Contract are modified or cancelled, Contractor shall immediately provide notice to the State of Wisconsin.

The Certificates of Insurance listed in Section 4.8 shall be provided as stated herein to:

**State of Wisconsin, Department of Administration  
Enterprise Sourcing Division, Leann McGowan, Contract Manager  
101 East Wilson, Street, 6<sup>th</sup> Floor  
Madison, WI 53703-3405**

#### **4.9 CANCELLATION AND TERMINATION**

##### **TERMINATION FOR CAUSE**

The State may terminate this Contract after providing the Contractor with thirty (60) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The Contractor may terminate this Contract after providing the State a one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

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

##### **TERMINATION FOR CONVENIENCE**

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State of Wisconsin by providing at least a thirty (60) calendar day notice to the Contractor, and the Contractor providing at least a one hundred and twenty (120) calendar day notice to the State in advance of the intended date of termination.

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

##### **CONTRACT CANCELLATION**

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

- Fails to perform any material obligation required under the Contract
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice
- Makes an assignment for the benefit of creditors
- Fails to follow the sales and use tax certification requirements of §77.66 of the Wisconsin Statutes

- Incurs a delinquent Wisconsin tax liability
- Fails to submit a non-discrimination or affirmative action plan as required in the Standard Terms and Conditions (DOA-3054)
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law)
- Becomes a federally debarred Contractor
- Is excluded from federal procurement and non-procurement contracts
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information
- Contractor performance threatens the health or safety of a State employee or State customer

## 5.0 COST STRUCTURE AND COST SHEET INSTRUCTIONS

### 5.1 METHOD OF BID

The Bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, unit price shall prevail.

Bidder shall use the Bid Price Sheets, "**Attachment C**" to submit all bid pricing. The Bid Price Sheets are a mandatory "Bid Factor" in eSupplier and must be submitted with the bid.

Vehicle base unit price and option pricing shall include all installation, packing, freight, insurance charges to the Delivery Destination, and installation/operation manuals. No separate or additional charges will be accepted.

### 5.2 FOB DESTINATION, FREIGHT PREPAID AND ALLOWED/INSTALLED

Delivery will be made by the Bidder to the location as noted on the Agency's purchase order. A fee of \$0.51 per mile per vehicle round trip delivery fee may be applied to all vehicles that are delivered outside of Dane or Milwaukee County. The mileage will be determined by using the shortest distance from the Dealer to the delivery point using Google map. This fee shall not be increased and shall not be applied to deliveries made within Milwaukee or Dane County.

Prices shall include all packing, freight, insurance charges, and installation/operation manuals.

Failure to bid FOB DESTINATION, FREIGHT PREPAID AND ALLOWED in the Bid price will disqualify the Bid.

### 5.3 PRICE SHEET INSTRUCTIONS

Bidders shall complete the attached Price Sheet(s). Bidders may not alter the Price Sheet in any manner unless instructions on the Price Sheet indicates otherwise.

Each Bid Price Sheet contains tabs dedicated to specific vehicle categories (Passenger, SUV, Van, Law Enforcement, Trucks and Cab & Chassis) that include specific vehicle Model (by Manufacturer) and vehicle configurations (Engine variations) which correspond to the specifications listed under the Required Equipment Tab. Bidders shall include all Required

Equipment in their bid price as a mandatory requirement of this bid. For each specific gasoline fueled engine bid, bidders are required to confirm if it is capable of running on E85 fuel by selecting "YES" or "NO."

#### 5.4 REQUESTING PRICE ADJUSTMENTS

In the event the Contractor's cost to provide vehicles covered by this RFB decrease, it is the Contractor's responsibility to inform the State, in writing, of the price decrease allowing the State to accurately adjust the contract price of that specific vehicle.

In the event the Contractor's cost to provide specific vehicles covered by this RFB increase due to manufacturer's mandated changes, the contract price(s) may, **upon submission of written clarification from the Manufacturer verifying their increase will affect the State of Wisconsin's vehicle pricing** to Leann McGowan, [LeannK.McGowan@wisconsin.gov](mailto:LeannK.McGowan@wisconsin.gov) for review. The increase shall be **submitted no later than 60 days before the effective date** and precisely match the increase in cost to the contractor. The burden of proof for all price increase requests fall solely on the Contractor. No increase or change in the Contractor's overhead, profit or other factors will be approved. It is the responsibility of the Contractor to prove no other increase has taken place. The State reserves the right to ask for invoices, published price lists, or any other evidence showing support for the proposed increase.

The State reserves the right to accept or reject any price increase request. If the State and Contractor are unable to reach an agreement regarding price increases, either party may terminate the contract according to the terms stated in Section 4.19 .

### 6.0 BID PROCEDURE AND INSTRUCTIONS

#### 6.1 CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this Request for Bid shall be completed. In the event that the Procuring Agency finds it necessary to change any of these dates and times (except estimated dates and times), it will do so by posting an amendment to this RFB on Wisconsin eSupplier Portal.

DATE	EVENT
<b>October 9, 2018</b>	<b>Date of Issue of the RFB</b>
<b>October 16, 2018 @ 2:00 p.m. CDT</b>	<b>Date Questions Due</b>
<b>October 22, 2018 – estimated</b>	<b>Responses to Questions Posted</b>
<b>November 9, 2018 @ 2:00 p.m. CST</b>	<b>Bids Due from Bidders</b>
<b>November 21, 2018 – estimated</b>	<b>Anticipated Award Date</b>

#### 6.2 CORRESPONDENCE, CLARIFICATIONS, AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by October 16, 2018 @ 2:00 p.m. CDT. If at any time prior to the Bid due date a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder shall immediately notify the Procuring Agency representative named below of the issue in writing and request modification or clarification of the RFB

document.

All communication and/or questions on all matters regarding this Bid shall be made either through the "Ask Question" function in the solicitation on eSupplier Portal or in writing via email directed to Leann McGowan at [LeannK.McGowan@wisconsin.gov](mailto:LeannK.McGowan@wisconsin.gov) . Please refer to Request for Bid 28292 on all communications.

<b>USPS ADDRESS</b>	<b>COMMON CARRIER ADDRESS</b>
Leann McGowan / RFB 28292	Leann McGowan / RFB 28292
Department of Administration, State Bureau of Procurement	Department of Administration, State Bureau of Procurement
PO Box 7867 Madison, WI 53707-7867	101 East Wilson St., 6 <sup>th</sup> Floor Madison, WI 53703-3405

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted to the Wisconsin eSupplier Portal.

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except Leann McGowan is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. Leann McGowan may authorize in writing contact or communication with another State employee or officer as circumstances may dictate. Prospective Bidders who hold a current Contract with the Procuring Agency may continue to communicate with the Procuring Agency Contract Administrator regarding the performance of that current Contract only.

### **6.3 REASONABLE ACCOMMODATIONS**

Upon request, the State Bureau of Procurement shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with a disability. If accommodations are needed at a Bid opening or Bidders' Conference, please contact: Leann McGowan, Telephone: 608-266-8024; email: [LeannK.McGowan@wisconsin.gov](mailto:LeannK.McGowan@wisconsin.gov) .

### **6.4 WISCONSIN eSUPPLIER PORTAL REGISTRATION**

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/Commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Bidders may use the same internet address for inclusion on the Bidders list for goods and Services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive email notices of these simplified bid opportunities. Bidders may

also visit VendorNet on the internet at <https://VendorNet.wi.gov> to get information on State purchasing practices and policies, goods and Services that the State buys, and tips on selling to the State.

## 6.5 BIDDER CONFERENCE

There will be no Bidder Conference.

## 6.6 SUBMITTING A BID

Bidders have two options in responding to this bid. The Bidder may respond to this bid electronically through the State of Wisconsin eSupplier portal (preferred method) or via traditional hard copy bid submittal.

## 6.7 ELECTRONIC BID SUBMITTAL (STRONGLY PREFERRED)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed instructions, referred to as Bid Factors, that you will be prompted with online to guide your electronic response to the RFB. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the Bid document.

## 6.8 HARD COPY BID SUBMITTAL

Bidders still have the option to mail or otherwise provide a hard copy Bid when responding to this RFB. If your company elects to do so (instead of the electronic Bid option described above), Bidders shall submit an original signed Bid, marked as stated below, and one electronic copy of all materials, including bid price sheets required for acceptance of the Bid by the deadline to:

USPS ADDRESS	COMMON CARRIER ADDRESS
Leann McGowan / RFB 28292	Leann McGowan / RFB 28292
Department of Administration	Department of Administration
State Bureau of Procurement	State Bureau of Procurement
PO Box 7867	101 East Wilson Street, 6 <sup>th</sup> Floor
Madison, WI 53707-7867	Madison, WI 53703-3405

All Bids shall be received and time-stamped at the above location no later than November 9, 2018 @ 2:00 p.m. CST. Bids not time-stamped will be considered late and rejected. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the State Bureau of Procurement Purchasing Office.

**While hard copy (paper) bids will still be allowed in response to the eSupplier Portal sourcing events, the State has NO liability for errors made in inputting any information submitted via a paper bid.**

All Bids shall be packaged, sealed in a box or envelope, and clearly marked with the following information on the outside of the package:

BIDDER NAME AND ADDRESS
RFB TITLE: Model Year 2019 or Newer Passenger, Law Enforcement Vehicles & Light Duty Trucks – Cab & Chassis'
RFB NUMBER RFB 28292
RFB DUE DATE AND TIME: November 9, 2018 @ 2:00 p.m. CST – It is the responsibility of the bidder to update the RFB Due date on the package if addendum is issued.

**Hand Delivered Bids:**

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

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

**6.9 EMAILED BIDS**

Emailed bids will not be accepted.

**6.10 FORMAT OF BID RESPONSE**

Bidders responding to this RFB **outside** of the Wisconsin eSupplier Portal shall comply with the following format requirements:

**Signed Request for Bid Sheet:** Include the signed, required form **DOA-3832** with the Bid and those certifications required for submittal of a Bid. Bids submitted in response to this RFB shall be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed Bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its Bid without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition; (b) the prices quoted in the Bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and shall not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor; and (c) no attempt has been made or shall be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**Additional Information:** Include all additional information that shall be essential to an understanding of the Bid. This might include vehicle specifications, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the Bid document.



Cost Information: Provide price information on the Bid Price Sheet Attachment which can be downloaded from the Bid Factor. If submitting a paper bid, the Bid Factors and Attachments can be downloaded from the Supporting Documents. All prices for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB shall be included. No alternate price formats will be accepted. Alternate price formats may eliminate consideration of this bid.

Bid Response Qualifications and Requirements: The Bidder shall include the Bid Response Qualifications and Requirements via eSupplier Portal or if submitting paper documents, the Bidder shall download the Bid Factors from the Supporting Documents.

Any alteration of the Bid forms or Appendices is prohibited and will result in rejection of the Bid.

### **6.11 INCURRING COSTS**

Neither the State of Wisconsin nor the Procuring Agency is liable for any costs incurred by the Bidder in responding to this RFB.

## **7.0 BID ACCEPTANCE AND AWARD**

### **7.1 BID OPENING**

A public Bid opening will be held on **November 9, 2018 at 2:00 p.m. CST** at the **Department of Administration, 101 East Wilson Street, 1st Floor, Pecatonica Room**. The names of all Bidders may be read aloud at that time. Bid prices and contract awards **will not** be announced at the bid opening.

### **7.2 BID REVIEW**

All Bids will be reviewed by the Department of Administration's Procurement Manager to ensure compliance with submittal requirements. Department of Administration shall be the sole judge as to Bidders' compliance with the Bid instructions.

### **7.3 BID ACCEPTANCE**

Bids that do not comply with Mandatory Requirements or Mandatory Specifications will be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. Department of Administration 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.

### **7.4 METHOD OF AWARD**

The Bid award(s) will be made on the basis of the lowest price, responsive, responsible Bidder for each model group. Bid awards will be based on the lowest TOTAL PRICE per Market Basket as selected per model group, by the responsive, responsible bidder. The Market Basket will include the Base Vehicle cost, meeting all of the required equipment as noted in the specifications, and may include selected options as requested in the bid document. Bidder shall provide pricing for the applicable and Optional Equipment. The selected items for the Market Basket will be available at the bid opening.

Bidders shall provide pricing for each vehicle configuration as specified if available. Any vehicle configurations left blank may be considered non-responsive and result in bid rejection, unless

noted that it is discontinued from the Manufacturer. If configuration is discontinued from the Manufacturer, it must be noted on the Bid Price Sheet. If no single Bidder is able to provide a specific vehicle configuration, the State reserves the right to delete that configuration from the RFB. For each specific gasoline fueled engine bid, bidders are required to confirm if it is capable of running on E85 fuel by selecting "YES" or "NO."

Prices Bid shall be in US dollars unless otherwise indicated. Bids that require a specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, unit price shall prevail in award.

The Department of Administration intends to award to ONE OR MULTIPLE Bidders, whichever is judged to be in the best interest of the State. The State is the sole determinant of its best interests.

## **7.5 COOPERATIVE PURCHASING**

Commodities and services may be made available to Municipalities upon agreement of the Contractor. See Vendor Agreement-Wisconsin's Cooperative Purchasing Services (DOA-3832), for definitions and other information on Municipalities. Municipalities must be able to obtain the commodities and services procured under the Contract at the same rates agreed to by the Procuring Agency and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the Procuring Agency and providing appropriate documentation and support and reporting contract usage by Municipalities.

## **7.6 BIDDER REFERENCES/CLIENT LIST**

The Bid shall include Bidder references by completing **DOA-3832 (Bid Factor – Attachment A)**, listing at least four (4) names or companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last three (3) years. For each organization listed, the Bidder shall include the company name, address, contact person, email address, and telephone number along with a brief description of the product or service that formed the basis of the business relationship. The Procuring Agency will determine which references to contact in order to assess the quality of the product or service.

## **7.7 USE OF SUBCONTRACTORS**

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between the Department of Administration and the awardee. The Contractor will be responsible for its subcontractors' performance of the pertinent Contract obligations including related Specifications, insurance requirements, and applicable regulations. The Bidder shall identify any potential subcontractor it intends to use to provide the product or service it will provide if awarded the Contract.

All subcontractors shall be approved in writing by the Procuring Agency. Any proposed substitution of an approved subcontractor shall be submitted in writing to the Department of Administration 30 days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify the Procuring Agency may result in cancellation of the Contract without notice and without penalty to the State.

## **7.8 SUPPLIER DIVERSITY**

### **7.8.1 MINORITY-OWNED BUSINESS ENTERPRISE**

Minority-Owned Business Enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State Contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (An MBE Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its Contracts. The Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide commodities and Services incidental to this agreement.

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their Contract amount, and spend for each period to the Procuring Agency.

A listing of certified MBEs, as well as the Services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

### **7.8.2 VETERAN-OWNED BUSINESS**

The State Bureau of Procurement encourages the participation of Veteran-Owned Businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). There is no price preference for certified VBs that compete for State Contracts.

Contact the DVA at: <http://dva.state.wi.us>.

### **7.8.3 DISABLED VETERAN-OWNED BUSINESS**

Disabled Veteran-Owned Businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its Contracts. The Supplier/Contractor is strongly urged to use due diligence to further this policy by

awarding subcontracts to DVBs or by using such enterprises to provide commodities and Services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the Services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

#### **7.8.4 WOMAN-OWNED BUSINESS ENTERPRISE**

Woman-Owned Business Enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

State-certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking Contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the Services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

#### **7.9 DEBARMENT**

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

<https://www.sam.gov/portal/SAM>. See Section 15.0 of the Standard Terms and Conditions (DOA-3054).

#### **7.10 AWARD NOTIFICATION**

All Bidders who respond to this RFB with a Bid shall be notified in writing of the Agency's intent to Contract.

### **8.0 REQUIRED FORMS**

The following is a list of forms pertaining to this RFB. An "X" preceding the form indicates that it shall be completed and returned with the Bid response.

<b>Check if completed</b>	<b>Required Form Description – BID FACTOR REQUIREMENTS</b>	<b>Form Name</b>
X	Attachment A: Bidder Required Form – Bid Factor Requirement	DOA-3832
X	Attachment B: Performance and Support Requirements – Bid Factor Requirement	
X	Attachment C: Bid Price Sheet – Bid Factor Requirement	
X	Attachment D: Sample Contract – Supporting Document	
X	Bidder to Attach Product Specifications – Bid Factor Requirement	
X	Bidder to Attach Documentation from Manufacturer that Bidder is an Authorized Dealer for their Product as bid – Bid Factor Requirement	