State of Wisconsin

Wis. Statutes s.16.75

DOA-3070 (R08/2003)

**BIDS MUST BE SEALED AND ADDRESSED TO:** Remove from bidder list for this commodity/service. (Return this page only.)

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| AGENCY ADDRESS:  WI Dept. of Natural Resources Attn: Konrad K. Plachetta  101 S. Webster St., Room 161 PO Box 7921 Madison, WI 53703-7921 | | | | Bid envelope must be sealed and plainly marked in lower corner with due date and Request for **Bid #17-029-20** **.** 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. Bid openings are public unless otherwise specified. 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 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. | | | | | | | |
| REQUEST FOR BID (RFB) | | | |  | | | | | | | |
| THIS IS NOT AN ORDER | | | | Bids MUST be in this office no later than  **July 28, 2016, 11:00 A.M. CDT** | | | | | | | |
| BIDDER (Name and Address) | | | |  | | | | | | | |
|  | | | | Name (Contact for further information)  Konrad K. Plachetta  **email: Konrad.plachetta@wisconsin.gov** | | | | | | | |
|  | | | | Phone  (608) 266-0311 | | | | | Date  **July 15, 2015** | | |
|  | | | | Quote Price and Delivery FOB  Destination | | | | | | | |
|  | | | | Fax bids are accepted 🞏 Fax bids are not accepted | | | | | | | |
|  |  | Description | | | | | | | |  |  |
|  |  | The Department of Natural Resources is interested in obtaining a bid for helicopter herbicide spraying. The DNR is implementing a large scale control effort of Reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Narrow-leaved cattail (*Typha angustifolia*) from a complex of wetlands on two wildlife areas, three state natural areas a WPA and rush Lake in the Upper Fox River Basin of east central Wisconsin. By the end of the summer we are targeting the control of the invasives on approximately 666 acres from wetlands that lie within Green Lake, Marquette, Oconto, Outagamie and Winnebago Counties, with treatments starting as early as mid-August. Attached is a description of the project and associated maps, specifications and conditions. A separate bidding sheet is also provided.  If interested in this project, please submit a bid by July 28, 2016, 11:00 AM CDT Bids received after this time will not be considered. Bids may be faxed in to Konrad K. Plachetta, fax: 608-264-6277    **Questions:** Bidders are encouraged to ask questions for the purpose of clarification or requesting revisions to the bid document. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB document. Questions should be addressed to Konrad K. Plachetta, (konrad.plachetta@wisconsin.gov, ph: 608-266-0311.)  **Special Note:** The successful bidders will be required to sign a contract. An example contract is included with this bid package. Do not sign this example version as it is for informational purposes only. The contract awarded as a result of this bid may be extended for an additional one-year period. | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
|  |  |  | | | | | | | |  |  |
| Payment Terms Net 30 | | | | | Delivery Time | | | | | | |
| We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids**. | | | | | | | | | | | |
| We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605. | | | | | | | | | | | |
| Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.  Yes  No  Unknown | | | | | | | | | | | |
| 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 (Type or Print) | | | Title | | | | Phone (     ) | | | | |
|  | | |  | | | | Fax (     ) | | | | |
| Signature of Above | | | Date | | | Federal Employer Identification No. | | Social Security No. if Sole  Proprietor (Voluntary) | | | |
|  | | |  | | |  | |  | | | |

This form can be made available in accessible formats upon request to qualified individuals with disabilities

1. **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/proposed, 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/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
2. **DEVIATIONS AND EXCEPTIONS:** Deviations and excep­tions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter­head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifica­tions and the bidders/proposers shall be held liable.
3. **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. **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. **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
6. **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.
   1. Unit prices shown on the bid/proposal 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/proposal evaluation and contract administration.
   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 proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed 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/proposal documents and contracts or agreements.
   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. **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
8. **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

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

1. **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
2. **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.
3. **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.

1. **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.

1. **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.
2. **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.
3. **APPLICABLE LAW:** 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 any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
4. **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.
5. **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.
6. **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.
7. **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.
   1. Contracts estimated to be over twenty-five 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 twenty-five (25) 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.
   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.
   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.
8. **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.
9. **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, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
10. **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer 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.
11. **INSURANCE RESPONSIBILITY:** The contractor perform­ing services for the State of Wisconsin shall:
    1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
    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.
    3. The state reserves the right to require higher or lower limits where warranted.
12. **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.
13. **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
14. **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/proposal 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.

1. **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal 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.
   1. Data contained in a bid/proposal, 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.
   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/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
2. **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.

1. **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.
2. **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).
3. **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.
4. **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.
5. **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) 266-3590.
6. **WORK CENTER PROGRAM**: The successful bidder/proposer 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/proposer 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.
7. **ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
   1. The prices in this bid/proposal 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/proposer or with any competitor;
   2. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer 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/proposer or to any competitor; and
   3. No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
   4. Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer'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/proposer'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.

1. **DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
   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.
   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.
2. **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.
3. **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.
4. **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.
5. **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/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

1. **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.

##### SPECIAL CONDITIONS OF BID

##### RFB #17-029-20

##### Helicopter Herbicide Application

1. **Contract and Contract Term**: The Contractor will be required to sign the Department’s standard contract. A sample copy is included with this bid package. The contract period will cover the time from bid award through December, 2016.
2. **Specifications**: The specifications shown on the attached Technical Specifications and Products document are the minimum acceptable specifications for the services. The requirements as listed in this document will be included in any contract signed as a result of this solicitation.
3. **Payment**: Payment shall be made upon acceptable completion of the entire contract. No partial payments shall be made except upon mutual agreement of both parties.
4. **Method of Bid**: Bidders must submit their total prices per acre as identified on the attached Bid Price Sheet. Supplying a partial bid is grounds for elimination of the bid from further consideration Bids will be accepted via email (konrad.plachetta@wisconsin.gov), fax (608-264-6277), and mail (see below under mailing address). It is encouraged to submit by email or fax, as they are much faster means of submittal.

See the bidders checklist toward the end of the document for a summary of bid requirements that must be submitted.

1. **Faxed bids will be accepted:** Faxes can be sent to: 608-264-6277.

**All faxed bid responses must have a facsimile transmission cover letter. This letter will include:**

Date

Agency fax number (608)-264-6277

Agency name (Wisconsin Dept. of Natural Resources)

Agency contact person and telephone number (Konrad K. Plachetta, 608-266-0311)

Bidder fax number (if available)

Bidder name

Bidder contact person and telephone number

Number of pages (including cover) being transmitted

All faxed replies to bid requests will be signed. Each page will be initialed and numbered "page 1 of 5, page 2 of 5," etc. Faxed bids will be rejected if they do not arrive on time, i.e., the last page of the fax transmission must be completed prior to the bid opening due date and time. Bidders who fax their bids must also submit an original copy of the bid within one week of the bid opening.

Bids must be submitted by **July 28, 2016 at 11:00 AM** **CDT** to one of the following two addresses depending on the bidders planned method of delivery:

**Return to:**

**US Postal Service** **Express Mail/Hand Delivery**

Attn: Konrad K. Plachetta - FN/2 Attn: Konrad K. Plachetta - FN/2

Wisconsin Dept of Natural Resources Wisconsin Dept of Natural Resources

PO Box 7921 101 S. Webster St.

Madison WI 53707-7921 Madison, WI 53703

1. **Method of Award**: Part A and Part B will be awarded separately based upon the lowest responsive and responsible bidder. Only one contractor may be selected for all parts of the bid or separate contractors might be awarded for Part A and Part B. If the Contractor falls behind schedule, fails to follow specifications or experiences equipment failure the Department may approach the next low bidder(s) to complete some or all of the remaining work.
2. **Bid Opening:** There will be a public bid opening July 28, 2016 **11:00 A.M. CDT**, at the address indicated for bid submission on the Request for Bid Form.
3. **Certification for Collection of Sales and Use Tax:** The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
4. **How to get on the State of Wisconsin’s Bidders List:** Vendors are directed to the State of Wisconsin’s computerized vendor information system, ”VendorNet”, for additional electronic copies of this bid package, and for information on receiving automatic notification of all state agency procurements over $50,000 in a vendors particular area of interest. The web address for VendorNet is http://vendornet.state.wi.us. If there is a need to solicit bids for additional services upon the completion of the contract initiated by this procurement, only vendors registered with “VendorNet” will receive automatic notification of the bid. Your firms’ receipt of this bid in the mail does not guarantee receipt of future bids for these services.
5. **Minority Business (MBE) requirements:** The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the state's purchasing program. The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development 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 minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.
6. **Disabled Veteran Owned Business requirements:** The Wisconsin Department of Natural Resources and all state agencies may make awards to the certified disabled veteran-owned business submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. Awards shall be made to the certified disabled veteran-owned business submitting the lowest qualified bid. The State Bureau of Procurement DVB Program manager shall review and approve in writing any decision not to award to the lowest qualified bid.
7. **Intent to Award**: Any vendors who respond to this RFB, with a bid, will be notified in writing of the State's award of the contract(s) as a result of this RFB.

After notification of the intent to award is made, and under the supervision of agency staff, copies of bids will be available for public inspection 8:30 a.m. to 4:30 p.m. at 101 South Webster St., 2nd floor, Madison WI. Vendors should schedule reviews with Konrad Plachetta at 608-266-0311 to ensure that space is available for the review.

1. **Appeals Process:** The Appeals process shall only apply to requests for services that exceed $50,000. Notices of intent to protest and protests shall be made in writing. Protesters shall make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions which are alleged to have been violated. Any protest of this DNR solicitation or of any intent to award issued as a result of this RFB process, must be made as provided by the Wisconsin Administrative Code and the State Procurement Manual. No later than five (5) working days after the date of this solicitation or no later than five (5) working days after any intent to award is issued by DNR, a written notice of a vendor’s intent to protest must be received by:

Cathy Stepp – Secretary

c/o Timothy Sell

Wisconsin Department of Natural Resources

101 S. Webster Street

PO Box 7921

Madison, WI 53703-7921

The complete written protest must then be received by the DNR Secretary (and/or his designee) at the above address, no later than ten (10) working days after any notice of intent to award is issued, or no later than ten (10) working dates after the date of this solicitation. All properly filed protests will be reviewed and the DNR Secretary will issue a decision regarding the protest. The decision of the DNR Secretary may then be appealed to the Secretary of the Department of Administration within five (5) working days of its issuance, with a copy of such appeal filed with the DNR, provided that the appeal alleges a violation of a statute or a provision of a Wisconsin Administrative Code

##### TECHNICAL SPECIFICATIONS AND PRODUCTS

##### RFB #17-029-20

##### Helicopter Herbicide Application

**Subject: Request for Bid**

The DNR is conducting a large scale control effort of Reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Narrow-leaved cattail (*Typha angustifolia*) from a complex of wetlands on two wildlife areas , three state natural areas, a WPA and Rush Lake in the Upper Fox River Basin of east central Wisconsin. By the end of the summer we are targeting the removal of approximately 666 acres of invasives from wetlands that lie within Adams, Green Lake, Marquette, Waushara and Winnebago Counties. The Department may increase or decrease the number of acres being treated depending upon circumstances. Permissions from landowners have not been secured in all cases and other DNR programs may receive approval for additional spraying during the life of this contract.

At Little Suamico shoreline there is a 1 mi stretch of bayshore south of Little Suamico River. At Green Bay West Shores SWA, Pecor Point Unit the spraying area is Pecor Point Ln/CTY HWY S, 2 mi north of Town of Pensaukee.

This is a **request for bid**, to hire certified, chemical applicators to treat the above invasive plants in east central Wisconsin wetlands. Application timing will be August to mid-September. Sometimes we can stretch it into October, but the likely and more realistic end of the window will be September 15th.

**Herbicide Chemical Requirements**

Below are the chemical requirements for spraying in 2016. The rate for follow up treatment may change.

- 2 quarts per acre of imazapyr (such as Habitat, Arsenal, etc.) with an active ingredient of 27.8% - 28.7% or 1 quart per acre imazapyr (such as Polaris AC Complete) with an active ingredient of 53.1%.

- 1 quart per acre of surfactant (ex. methylated seed oil (MSO)

- Minimum of 5 gallons of water per acre.

See Attached Habitat Label Document for an imazypyr reference:

[Habitat label](http://www.cdms.net/LDat/ld6H2000.pdf)

**Bidding**

Bids should be put together with the understanding that the Department of Natural Resources is providing the chemical when indicated. In those cases the contractor’s price per acre will include all expenses for a turnkey operation with the exception of chemical cost.

**Requirements of Bid**

1. The contractor will follow the requirements of the section, “Standard Operating Procedure for Herbicide Use Regarding East Central Wisconsin Aerial Spraying, 2016.
2. The contractor must follow the requirement of the section, “Aerial Spray Guidelines for East Central Wisconsin Aerial Herbicide Spraying, 2016.”
3. The contractor will follow the requirements of the pesticide label.
4. The contractor must possess a minimum of $1,000,000 in liability insurance (excluding passengers).

**Control Areas & Treatment Acreage**

|  |  |  |  |
| --- | --- | --- | --- |
| **Treatment Site** | **Site County** | **Species Treated** | **Acreage** |
| Puchyan Prairie State Natural Area | Green Lake County | Cattail and Phragmites | 104 |
| Princeton Prairie State Natural Area | Green Lake County | Cattail | 25 |
| Grand River Marsh Area – AKA Hope Marsh | Marquette County | Phragmites | 1.5 |
| Comstock Bog State Natural Area | Marquette County | Cattail | 95.3 |
| Sucker Creek – White River Marsh WA | Green Lake County | Reed Canary Grass, Cattail & Phragmites | 8.75 |
| White River Marsh Wildlife Area | Green Lake County | Reed Canary Grass, Cattail & Phragmites | 230 |
| Rush Lake | Winnebago County | Cattail | 152 |
| Uihlein WPA | Winnebago County | Cattail | 50 |
| Little Suamico shoreline | Oconto County | Phragmites | 50 |
| Green Bay West Shores SWA, Pecor Point Unit | Oconto County | Phragmites | 16 |
| Bergstrom Waterfowl Complex | Outagamie County | Phragmites | 20 |

**Standard Operating Procedure for Herbicide Use**

**Regarding East Central Wisconsin Aerial Herbicide Spraying, 2016**

Purpose: To ensure the safety of all individuals participating in or affected by herbicide use, to minimize *the Departments exposure to liability, to ensure the appropriate and effective application of herbicides* as a management tool, and to minimize detrimental effects to the environment.

The Department uses herbicides when and where they contribute to the perpetuation of species, communities, and ecosystems targeted for conservation or when they provide the most efficient and/or environmentally compatible method for control of plants.

***Pesticide users are required by law to review and comply with all the conditions set forth in the pesticide label.***

A herbicide may be used only in a manner consistent with its labeling, and only in compliance with all federal, state and local regulations, including those related to licensing and/or certification of applicators, use of protective and safety gear, and posting requirements. **Follow label instructions.**

Required practices, described below, are designed to ensure that the Departments’ standards for use of herbicides meet or exceed the U.S. EPA’s Worker Protection Standard for Agricultural Pesticides.

**Specific Required Practices:**

1. Contractors must be certified/licensed by state and/or local regulations to apply herbicides. Copies of the licenses will be provided to the Project Coordinator before spraying begins.
2. Contractors will coordinate all herbicide application with the Project Coordinator and will provide the following data within one week of application to the Project Coordinator(s): date sprayed, type and amount of herbicide used, weather conditions, and GPS coordinates on area sprayed along with locations and size of area sprayed.

* Use Form 3200-111- Aquatic Plant Management Herbicide Treatment Record
* Return to:

Winnebago County treatment areas

Contact: Steve Easterly

625 E County Road Y, Suite 700   
Oshkosh, WI 54901

(920) 303-5427

stephen.easterly@wisconsin.gov

Green Lake and Marquette treatment areas

Contact: Jon Robaidek

473 Griffith Ave, Wisconsin Rapids, WI 54494  
Phone: 715-421-7806  
[jon.robaidek@wisconsin.gov](mailto:jon.robaidek@wisconsin.gov)

Oconto County treatment areas

Contact: Amy Carrozzino-Lyon

2984 Shawano Avenue, Green Bay, WI 54313

(920) 662-5128

AmyL.CarrozzinoLyon@wisconsin.gov

Outagamie County treatment areas

Contact: Bryan Woodbury

3369 W Brewster Street, Appleton, WI 54914

(920) 832-1804

Bryan.Woodbury@wisconsin.gov

* Scanned copies will be accepted and emailed to the contact for the relevant treatment areas

1. Disposal of containers (herbicide and surfactant): **Follow label disposal instructions**.
   1. If the *contractor* provides the herbicide/surfactant, the contractor will dispose of the herbicide/surfactant containers following label disposal instructions.
   2. If the *Department* provides the herbicide/surfactant, the contractor will return the herbicide/surfactant containers to the Department. Containers will not be rinsed.
2. Contractors must apply herbicides only when it is safe to do so to avoid drift onto neighboring properties and non-target vegetation. Applications with wind speeds greater than 10 mph are prohibited. Applications with temperature inversions are prohibited.

**The Herbicide User’s**

**Standard Operating Procedures**

Realizing that you are working with chemicals of varying levels of toxicity which can be harmful to you and the surrounding environment, please observe the following guidelines when mixing, transporting or applying herbicides.

**Pesticide users are required by law to review and comply with all the conditions set forth in the pesticide label.**

1. Coordinate any herbicide application activity with the Project Coordinator.
2. Take a radio, first aid, and spill response material.
3. Have a copy of the label, and emergency contact information.
4. Use the proper safety equipment. The label states what safety clothing and equipment are required. Pant legs should be left outside of boots. Remove clothing that is contaminated after a spill. Inform the project coordinator of any problems however, minor.
5. Drink liquids to prevent dehydration during hot weather. Halt all activity if you experience respiratory difficulties and/or fatigue
6. Whenever possible, those who apply herbicides shall have access (within 15 minutes travel time or at the nearest vehicle access point, whichever is closest) to an eyewash kit and either a 1) shower or large sink, or 2) emergency decontamination and first aid kits.
7. **Read the Label for correct application instructions**. All precautions should be taken to deliver herbicide to only the target species. In order to prevent or reduce drift, the spray boom should be at the lowest setting that will still produce a good pattern. Methylated seed oil will be used as the surfactant..
8. Choosing the correct herbicide and formulation is the first preventative measure to avoid misapplication, leaching, off-site drift, and carry over. **The label should be read to ensure correct mixing.**
9. Extreme caution should be taken when handling herbicides. Never open a container at eye level. Never eat, drink, smoke, or use smokeless tobacco when handling herbicides, and wash immediately if contact with a herbicide is made.
10. Follow standard safety practices for storage, mixing, transportation, and spill management.
11. Prior to moving or transporting any container, inspect it for leaks. Transport herbicide containers in an upright and secured position to prevent spillage. Transport in the bed of a truck or other off road vehicle not in the cab. Be sure to completely secure the containers, including backpack sprayers containing mixtures, to transport equipment and chemicals.
12. Store herbicides in the original container in the locked herbicide area. Store any unused portions of herbicides mixtures in a clearly marked and closed container. Include the accumulation start date on the label. **Refer to the product label** for the shelf life.
13. Keep current on weather conditions and forecasted conditions. Do not apply herbicides in the rain or if rain is forecasted within 1 hour before the herbicide has time to be absorbed. The herbicide needs 1 complete hour of dry-time. **Refer to the product label.**
14. Wash any vehicles used in the transportation or application process.
15. Inform the Project Coordinator of any problems however, minor.

**Aerial Spray Guidelines for East Central Wisconsin Aerial Herbicide Spraying, 2016**

The following guidelines were modified from the Aerial Herbicide Application for Noxious Weed Control in the Northern Region (Kulla, A. 2003). These guidelines are intended as a practical field guide for weed managers who may be considering use of aerial herbicide application as part of an integrated pest management program. The information and observations in this guide are specific to large droplet liquid herbicide applications and does not address pellet, insecticide or other fine droplet aerial application projects.

**Field Project Layout**

It is difficult to pre-determine the treatment day due to weed phenology, weather, and aircraft availability. It is recommended that aerial spray projects be prepped well in advance (2 to 4 weeks) of the anticipated treatment date.

It will be necessary for selection of a helibase (close to treatment area, good road access, near water source, open and free of obstacles, reviewed and OK’d by pilot)

Two copies of these aerial photos should be made, one copy for the Project Coordinator and one set for the application pilot to have on board the aircraft. When possible, geo-reference the aerial photo information in order to be able to give the pilot GPS location information.

**Drift Mitigation Measures**:Drift mitigation measures *may* include:

• Use of a drift agent or a similar acting surfactant (MSO is recommended).

• Use of buffer areas next to sensitive resources

• On site weather monitoring

• Treatment next to sensitive areas when wind is lakeside and gentle

• No treatment during inversions

• No treatment when winds in the project area are greater than 12 miles per hour

• No treatment when weather forecasts predict rain in next 24 hours (This might also be lowered).

**Unit Marking Strategies:**In agricultural or residential settings treatment area boundaries are usually clearly defined by fences, roads and / or buildings. The Project Coordinator will identify treatment areas and be sure the application pilots know where treatment and no treatment areas are.

Unit marking strategies fall into two general categories:

1. Identification of specific treatment polygons and delineation of where *to treat* within a larger project area, or
2. Identification of the general project area and delineation of areas *not to treat*.

**Digital Unit and Treatment Marking***:* GPS guided navigational devices are available that allow an aircraft to develop a digital treatment polygon file from either a recon flight or an on the ground unit layout. These digital shapes appear on a navigational screen in the aircraft and are used to guide the pilot to the units. GPS line files are collected for each spray swath and are displayed on the polygon on the screen during application. These swath lines can be printed after application to provide a digital map record of the treated area. The swath width can be loaded into the program to generate area treated based on swath length and width.

Data Requirements:

* + - A functioning GPS unit will be required in the helicopter
    - Accuracy of GPS unit: Sub-meter
    - Ability to convert treatment data collected from flight into a shapefile
    - Provide a treatment report and shapefile to the project coordinator within 1 week of finished job,

Acceptance Criteria for GPS Data:

* + - Datum: NAD83
    - Projection: WTM 83/91

All marking schemes and criteria for data sharing will be coordinated between the Project Coordinator and the application pilot.

**Pretreatment Recon Flight***:*

Before treatment occurs, the pilot should fly the project area with aerial photos in hand to review the treatment area, boundaries, and review if buffer zones will be required, decide on spray blocks, and locate loading and landing pads for the helicopter. The pilot will work with the Project Coordinator on a plan of treatment actions. The Project Coordinator or another DNR staff person may ride along if there is room in the recon flight.

**Equipment**

Aerial applicators typically come with a mix truck equipped with aviation fuel tanks, water tanks, a mix tank and a mix master. Applicator mix trucks are not typically suited to travel over rough or steep forest roads so it is recommended to select a mix site/ helibase with relatively easy road and water access. Pump and hose fitting need to be compatible. Water should be clean or potable to avoid plugging up the spray system.

**Field Staffing and Operations**

Commercial aerial spray operations are typically conducted with two people: a pilot and a mix master. For safety, cost and public relations, project managers should try to minimize the number of people in the project area during spray operations. Additional people increase exposure and may have nothing to do, creating a negative public perception. Spray contractors should be allowed to conduct the operation with a minimal amount of interruption from project staff. All on the ground project staff should have radio communication with each other and the pilot. Suggested staffing is shown below.

All project staff should be briefed on the project objectives, operations and duties prior to treatment day. Written briefs are suggested for traffic management staff and any others likely to encounter the public. Boxes or satchels should be prepared with all the necessary equipment and forms each person will need to do their job. Project staff will typically report to the office early the day of spraying to allow for travel to the project area, so it is suggested that everything organized and ready to go the day before.

|  |  |  |
| --- | --- | --- |
| **TABLE 1. SUGGESTED PROJECT STAFFING AND DUTIES Position** | **Duties** | **Location** |
| **Project Coordinator** | Direct and oversee project;  Recon flight;  Answer pilot questions about the application;  Ensure project is within weather prescriptions;  Record loads, herbicide use and cycle times;  Maintain contract diary;  Monitor and document weather;  Review and approve invoices;  Ensure project mitigation measures are applied;  Maintain project file and complete the project report;  Answers questions, provides briefings on the project objectives and operations. | Helibase/Staging Area and throughout the project area  Or  Available by phone. |
| **Aerial Equipment Manager** | Oversee the flight operations;  Develop communication plan;  Review and brief pilot on Project Aviation Safety Plan;  Assist Project Coordinator with load and weather monitoring and documentation. | Helibase/Staging Area |

**Aerial Spray Recommendations**

The treatment blocks will be marked with GPS coordinates to mark the treatment area(s) or will be clearly described and reviewed with applicator prior to treatment. The helicopter will be required to have a GPS system on board to record helicopter swaths, position, and boom on and off times and location.

**If local wind patterns are known they should be taken into account.**

Avoid spray drift impacting non-target sites by taking the following steps:

* When treating next to sensitive areas spray in the morning. The specific time will need to be determined by real-time weather monitoring.
* Maintain boom pressure at less than 40psi., or per label instruction.
* Monitor spray pressure during flight, since changes in pressure can change the application rates and may change the drop size.
* Use nozzles designed for medium to coarse droplet size (240 to 400 microns), or as specified per label instruction.
* Use Imazapyr and methylated seed oil as a surfactant to help maintain large droplet size.
* Check nozzles frequently for malfunctions.
* Begin the first swath 300 feet from any sensitive area.
* Treatment boundaries will be marked so they are understood by the pilot. If possible, fly area with pilot prior to treatment to verify location, otherwise the pilot will coordinate with the Project Coordinator for all information needed for the application operation.
* Use GPS to document and record treatment flight paths.
* Monitor and record weather in the area. The weather should be monitored in real time for operational control and to help with the post-spray analysis.
  + Strive for winds from 3 to 6 miles per hour or per label instruction.
  + Do not treat if rain is predicted within one hour or if winds are over 12 miles per hour.

**The Project Coordinator or DNR staff person will be present when aerial spraying is occurring. The Project Coordinator has the ability to stop the spraying due to weather forecast.**

**REQUIRED CONTENTS OF TREATMENT PROJECT FILE**

1. Name of Applicator
2. Start and stop times of aerial application.
3. Name and location of the target pest
4. Treatment objectives
5. Date of treatment
6. Pesticide application
   1. Chemical(s) used
   2. Application rate
   3. Pesticide formulation problems and/or equipment malfunctions
   4. Overlaps and/or skips noted
7. Acres covered
   1. Treatment costs
8. Weather conditions, before and after application
   1. Temperature, wind speed and direction, Relative Humidity,
9. Recommendations for follow-up

**Spray Rates for aerial Spraying:**

- 2 quarts per acre of imazapyr (such as Habitat, Arsenal, etc.) with an active ingredient of 27.8% - 28.7% or 1 quart per acre imazapyr (such as Polaris AC Complete) with an active ingredient of 53.1%.

- 1 quart per acre of methylated seed oil (surfactant)

- Minimum of 5 gallons of water per acre.

*The Project Coordinator or DNR staff person will be present or within contact when aerial spraying is occurring. The Project Coordinator has the ability to stop the spraying due to weather forecast.*

**SUGGESTED ITEMS TO BRING ON AERIAL SPRAY PROJECTS**

􀂉Contract, Maps, Aerial Photos, Spill Plan, Herbicide Labels

􀂉Project File

􀂉Radio and/or cell phone

􀂉Extra Batteries

􀂉Communication Plan, emergency contact information

􀂉Ribbon

􀂉Blank Diary forms

􀂉Wind meters and/or the weather monitoring equipment

􀂉Camera

􀂉Calculator

**LOAD RECORD EXAMPLE**

**Aerial Spray Project Load Record**

**Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Load #** | **Time** | **Tine** | **Unit** | **Prescription** | **Acres** | **Amount** | **Cycle** | **Comments** |
|  | **Out** | **In** |  |  | **Treated** | **Herbicide** | **Time** |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Time** | **Location** | **Temp.** | **Wind/Direction** | **Rel. Humidity** | **Comments** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**BID SHEET**

**HELICOPTER SPRAYING**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Part A - *Contractor Supplies the Treatment Chemicals*** | | | | | |
| **Treatment Site** | **County** | **Species Treated** | **Acres** | **$/acre** | **Total cost** |
| Puchyan Prairie SNA | Green Lake | Cattail & Phragmites | 104 |  |  |
| Princeton Prairie SNA | Green Lake | Cattail | 25 |  |  |
| Grand River Marsh Area – AKA Hope Marsh | Marquette | Phragmites | 1.5 |  |  |
| Comstock Bog SNA | Marquette | Cattail | 95.3 |  |  |
| Sucker Creek – White River Marsh WA | Green Lake | Reed Canary Grass | 8.75 |  |  |
| White River Marsh WA | Green Lake | Reed Canary Grass | 230 |  |  |
|  |  |  |  |  |  |
| **Part B - The Department or Partner Supplies the Treatment Chemicals** | | | | | |
| **Treatment Site** | **County** | **Species Treated** | **Acres** | **$/acre** | **Total cost** |
| Rush Lake | Winnebago | Cattail | 152 |  |  |
| Uihlein WPA | Winnebago | Cattail | 50 |  |  |
|  |  |  |  |  |  |
| **Part C - The Department or Partner Supplies the Treatment Chemicals** | | | | | |
| **Treatment Site** | **County** | **Species Treated** | **Acres** | **$/acre** | **Total cost** |
| Little Suamico shoreline | Oconto | Phragmites | 50 |  |  |
| Green Bay West Shores SWA, Pecor Point Unit | Oconto | Phragmites | 16 |  |  |
|  |  |  |  |  |  |
| **Part D - The Department or Partner Supplies the Treatment Chemicals** | | | | | |
| **Treatment Site** | **County** | **Species Treated** | **Acres** | **$/acre** | **Total cost** |
| Bergstrom Waterfowl Complex | Outagamie | Phragmites | 20 |  |  |

NAME OF FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CELL NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Response for Bid

Please provide the following additional information. The information provided in this section may be used to help determine if the contractor is responsible.

**Task Description:**

Date contractor is available to begin the project, estimated number of days to complete the project under optimum conditions at each site, and estimated number of field staff to be working onsite:

**Personnel Information:**

Please provide name, position, education and qualifications for each person likely to work on this project:

**Prior Experience**

Work performed similar to that listed for this project in the last three years:

**Helicopter Herbicide Spraying Sample Contract**

THIS CONTRACT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and \_\_\_\_\_\_\_\_\_\_(Contractor) for the purpose of providing Helicopter Herbicide Spraying Services as detailed in the bid request.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above‑named parties agree:

1. PERIOD OF AGREEMENT. This contract shall commence upon its signing by both parties and continue until December 31, 2016, during which period all performance as described in this contact shall be fully completed to the satisfaction of the Department.
2. CANCELLATION. The Department reserves the right to cancel this contract in whole or in part, without penalty, due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, or specifications of this contract.
3. ENTIRE CONTRACT; AMENDMENTS. This contract, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by a written amendment to this contract signed by both parties prior to the ending date of this contract.
4. ASSIGNMENT. Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignments in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK OR PRODUCTS. The Contractor agrees to provide Helicopter Herbicide Spraying Services as described in the bid documents.
6. PAYMENT. The Contractor, for providing performance satisfactory to the Department, shall receive the following consideration:

\_\_$?.00\_\_/acre for an estimated ???? acres for spraying services and vendor supplied herbicide upon acceptance of the herbicide spraying services for a TOTAL ESTIMATED COST of \_\_$?.00\_\_. If the contractor is directed to spray more or less than the estimated acreage, then the contractor shall be paid for actual acres sprayed. Billings by the contractor shall be submitted to the Department’s contact person Andrew LaPlant.

1. RECORDS, ACCESS. The Contractor shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. The Department, its agents and its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
2. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor for all purposes, not an employee or agent of the Department.
3. INDEMNIFICATION. The Contractor agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract or omissions of Contractor's employees, agents or representatives.
4. INSURANCE RESPONSIBILITY. The contractor, and any subcontractors, performing services for the State of Wisconsin shall, at a minimum, carry the following coverage:

a) Maintain statutory worker’s compensation insurance for all employees engaged in the work.

b) Vendor shall maintain during the life of this Contract, and shall require all subcontractors to maintain, Employer’s Liability Insurance $100,000 per accident; $100,000 disease per employee; $500,000 aggregate

c) Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million ($1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the contract. Minimum coverage shall be one million ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

d) Aircraft/Helicopter Liability coverage including endorsement for herbicidal spraying. Minimum coverage shall be:

Non-Chemical Chemical Limit of Liability

Single Limit Bodily Injury $1,000,000 N/A Each Occurrence

Property Damage Excluding Passengers

Airport Premises Liability $1,000,000 N/A Each Occurrence

Bodily Injury, Excluding Passengers $100,000 Each Occurrence

N/A $300,000 Aggregate

Property Damage N/A $100,000 Each Occurrence

$300,000 Aggregate

e) Provide an insurance certificate indicating this coverage, counter -signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to issuance of the purchase order or before commencement of the contract.

f) The state reserves the right to require higher or lower limits where warranted.

g) The minimum required limits may not represent the coverage and limits necessary to protect the Contractor. The limits should not be construed in any way to limit the Contractor’s liability to the State.

1. NONDISCRIMINATION. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation 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. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Contractor being declared an “ineligible” contractor, termination of the contract, or withholding of payment.
2. AFFIRMATIVE ACTION: If this contract is for an amount of twenty-five thousand dollars ($50,000) or more the Contractor agrees to submit a written affirmative action plan to the Department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. (Contractors with an annual work force of fewer than twenty five employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Contractor being declared an “ineligible” contractor, termination of the contract, or withholding of payment.
3. 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 Department's administrative costs.
4. APPLICABLE LAW. This contact shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.
5. ANTITRUST ASSIGNMENT. The Contractor and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Contractor hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
6. PAYMENT TERMS AND INVOICING. Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
7. The date specified on a properly completed invoice for the amount specified in the order or contract, or
8. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
9. TAXES. The Department 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 all federal tax and Wisconsin sales or use Tax on its purchases. The State of Wisconsin does not issue a tax-exempt number for state agencies. The Department may be subject to other states taxes on its purchases in that state depending on the laws and of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
10. TAX DELINQUENCY. Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR

Date:\_\_\_\_\_\_\_\_\_ By:\_\_\_\_DO NOT SIGN\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachments:

|  |  |  |
| --- | --- | --- |
| State of Wisconsin  DepT of NATURAL RESOURCES  s. 16.765, Wis. Stats.  DOA-3477 (R02/15) | Bid / Proposal # | 17-029-20 |
|  |  |
| Commodity / Service | Helicopter Spraying |

Vendor Information

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | | BIDDING / PROPOSING COMPANY NAME | | | |  | | | | | | | |
|  | Phone | | (   ) | | | | Toll Free Phone | | | | | (   ) | |
|  | FAX | | (   ) | | | | E-Mail Address | | | | |  | |
|  | Address | | |  | | | | | | | | | |
|  | City | |  | | | | State | |  | | Zip + 4 | |  |
|  | |  | | | | | | | | | | | |
| 2. | | Name the person to contact for questions concerning this bid / proposal. | | | | | | | | | | | |
|  | | Name |  | | | | | Title | |  | | | |
|  | Phone | | (   ) | | | | Toll Free Phone | | | | | (   ) | |
|  | FAX | | (   ) | | | | E-Mail Address | | | | |  | |
|  | Address | | |  | | | | | | | | | |
|  | City | |  | | | | State | |  | | Zip + 4 | |  |
|  | |  | | | | | | | | | | | |
| 3. | | Any vendor awarded over $50,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan. | | | | | | | | | | | |
|  | | Name |  | | | | | Title | |  | | | |
|  | Phone | | (   ) | | | | Toll Free Phone | | | | | (   ) | |
|  | FAX | | (   ) | | | | E-Mail Address | | | | |  | |
|  | Address | | |  | | | | | | | | | |
|  | City | |  | | | | State | |  | | Zip + 4 | |  |
|  | |  | | | | | | | | | | | |
| 4. | | Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings. | | | | | | | | | | | |
|  | | Name |  | | | | | Title | |  | | | |
|  | Phone | | (   ) | | | | Toll Free Phone | | | | | (   ) | |
|  | FAX | | (   ) | | | | E-Mail Address | | | | |  | |
|  | Address | | |  | | | | | | | | | |
|  | City | |  | | | | State | |  | | Zip + 4 | |  |
|  | |  | | | | | | | | | | | |
| 5. | | CEO / President Name | | |  | | | | | | | | |

This document can be made available in alternate formats to individuals with disabilities upon request.

|  |  |
| --- | --- |
| State of Wisconsin | Bureau of Finance |
| Department of Natural Resources | 101 S. Webster St., |
|  | PO Box 7921 |
| DOA-3478 (R06/2013) | Madison, WI 53703-7921 |

|  |  |  |
| --- | --- | --- |
|  | Bid / Proposal # | 17-029-20 |

VENDOR REFERENCE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| FOR VENDOR: |  | | | |
| Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. | | | | |
| Company Name |  | | | |
| Address (include Zip + 4) | |  | | |
| Contact Person |  | | Phone No. |  |
| Email Address |  | |  | |
| List Product(s) and/or Service(s) Used: | | | | |
|  | | | | |
| Company Name |  | | | |
| Address (include Zip + 4) | |  | | |
| Contact Person |  | | Phone No. |  |
| Email Address |  | |  | |
| List Product(s) and/or Service(s) Used: | | | | |
|  | | | | |
| **Company Name** |  | | | |
| Address (include Zip + 4) | |  | | |
| Contact Person |  | | Phone No. |  |
| Email Address |  | |  | |
| List Product(s) and/or Service(s) Used: | | | | |
|  | | | | |
| Company Name |  | | | |
| Address (include Zip + 4) | |  | | |
| Contact Person |  | | Phone No. |  |
| Email Address |  | |  | |
| List Product(s) and/or Service(s) Used: | | | | |
|  | | | | |

This document can be made available in accessible formats to qualified individuals with disabilities.

|  |  |  |
| --- | --- | --- |
| State of Wisconsin  Department of Natural Resources  DOA-3027 (R07/2014)  s. 19.36(5), Wis. Stats |  | Return form to:  BUREAU OF finance  101 S. Webster St.,  PO Box 7921 Madison, WI 53703-7921 |

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #17-029-20 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., 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/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals 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, other 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 # | Topic |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

In the event the designation of confidentiality of this information is challenged, the undersigned hereby 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 agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document 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.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Company Name |  |
|  |  | Authorized Representative |  |
|  |  |  | Signature |
|  |  | Authorized Representative |  |
|  |  |  | Type or Print |
|  |  | Date |  |

This document can be made available in alternate formats to individuals with disabilities upon request.

State of Wisconsin

Department of Natural Resources

Request for Bid

**BID CHECKLIST**

Bidders are to complete, sign and return the following forms. Use the list below to check off the items as they are completed and as a mailing check list. A complete bid package must contain all the items.

1. \_\_\_\_\_\_ DOA-3070, Request for Bid Form (front page of this bid - signed)

2. \_\_\_\_\_\_ Bid Price Sheet (signed)

3. \_\_\_\_\_\_ Contractor’s Response for Bid # 17-029-20 Form (Questions after Bid Price Sheet)

4. \_\_\_\_\_\_ DOA-3477, Vendor Information form

5. \_\_\_\_\_\_ DOA-3478, Vendor Reference form

6. \_\_\_\_\_\_ DOA-3027, Designation of Confidential and Proprietary Information

7. \_\_\_\_\_\_ Contractor’s Response for Bid # 17-029-20 Form (Questions after Bid Price Sheet)

8. \_\_\_\_\_\_ Certificate of Insurance

9. \_\_\_\_\_\_ Commercial Pesticide Applicators License

NOTE: The State reserves the right to reject incomplete bids.