SPECIAL CONDITIONS OF BID – CONTRACT

# General Information and Scope

The Wisconsin Department of Military Affairs (DMA), through its Purchasing Unit (Purchasing), requests bids to establish a contract for **Snow Plowing Services at the: PORTAGE NATIONAL GUARD ARMORY,**

**2425 WEST WISCONSIN STREET, PORTAGE, WISCONSIN.**

**The Contractor shall provide all necessary personnel, materials, equipment, labor, materials, and supervision to provide snow plowing services per the bid specifications for the DMA site(s) included with this bid document. The actual Snow Plowing season will begin on November 1, each year of this Contract, and end on March 31, each of the next year (for example, November 1, 2017 thru March 31, 2018).**

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

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

Definitions that are used throughout the request for bid document:

Agency means the Wisconsin Department of Military Affairs

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

Contractor means bidder awarded the contract

Department means the Wisconsin Department of Military Affairs

DVB means Wisconsin-certified Disabled Veteran-Owned Business is a business certified by the Department of Administration under Wisconsin Statute s. 16.283

DMA means the Wisconsin Department of Military Affairs

FMS means Field Maintenance Shop

MBE means Wisconsin-certified Minority Business Enterprise is a business certified by the Department of Administration under Wisconsin Statute s. 16.287

NG means National Guard

State means the State of Wisconsin

WING means Wisconsin National Guard

# correspondence, clarifications and questions

Bidders are expected to raise any questions, exceptions or additions they have concerning the bid document. If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this request for bid, the bidder must immediately notify the Purchasing Agent named below of the issue in writing and request modification or clarification of the bid document must be received by October 16th.

Any correspondence and/or questions must include the Request for Quotation number found on the front cover signature page. In the event it becomes necessary to clarify any part of this request for bid, the Purchasing Agent will send out an official addendum/amendment to all potential bidders.

For questions regarding purchase orders, renewals, prices, change orders and/or payments please contact DMA purchasing agents; DANA CASEY (608-242-3366)/ JAMES RICHARDSON (608-242-3158) OR EMAIL DMAPURCHASING@WISCONSIN.GOV

# Contract term

Contract term is November 1, 2017 thru March 31, 2018 with three (3) one-year renewal options. Any renewal must be authorized by written mutual agreement between DMA and the contractor.

**IMPORTANT: The actual snow plowing ‘season’ will be November 1 thru March 31. Any snow plowing services BEFORE November 1 or AFTER March 31 MUST have the approval of the Area Buildings and Grounds Superintendent BEFORE commencing the services.**

# PRE-BID SITE VISIT

**Review the attached snow plowing site map, which shows the areas to plow and snow blow/shovel. Some maps also show where to pile snow. The awarded contractor must follow this map.**

**Site Contact: Area Contact Jay Lauterbach, Area Buildings & Grounds Superintendent, cell #608-219-9024.**

Failure to visit the site or failure to examine any and all bid documents prior to submitting a bid will in no way relieve the successful bidder from the necessity of furnishing, without additional cost to the State, any equipment or performing any work that may be required to carry out the intent of the resulting contract.

# bidder/contractor qualifications

To be eligible for a contract award, Bidder must be qualified and able to provide the following. Respond on the attached Vendor Information Sheet—Attachment A, References Sheet—Attachment B

5.1 Bidder must be ‘commercial’ snow plowing company for at least the past 2 years.

[ ]  Comply [ ]  Does Not Comply

5.2 Bidder must supply 2-4 references, on the References Sheet—Attachment B, of companies/organizations where

 jobs of similar size were performed in the last 2 years. If contacted, all of the references should state that a high

 level of satisfaction was provided.

[ ]  Comply [ ]  Does Not Comply

5.3 Awarded contractor must provide DMA Purchasing a Certificate of Insurance prior to award of contract. Contractor

 must maintain the required minimum limits specified in Section 23.0 of the attached Standard Terms and

 Conditions for each contract period. All policies must be issued with a 30-day cancellation notice, by an insurance

 company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A1, and signed by

 an authorized agent.

[ ]  Comply [ ]  Does Not Comply

# SUBCONTRACTING OR THIRD PARTY PAYMENTS

All subcontracting shall be pre-approved by DMA. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. The DMA will not pay any subcontractor or third parties directly.

# SPECIFICATIONS AND REQUIREMENTS FOR SNOW PLOWING SERVICES

7.1 TECHNICAL REQUIREMENTS

7.1.1 The Contractor will perform seasonal snow plowing services at the designated DMA site. Contractor shall provide all necessary personnel, equipment, materials, and supervision to perform the snow plowing services.

7.1.2 The Contractor shall complete all snow plowing services, without notice, prior to 7:00 a.m. (unless prior arrangements have been made with the Area Buildings and Grounds Superintendent/Supervisor) when two (2) or more inches of snow is present at the sites. The preferred time for plowing is between 1:00 a.m. and 6:00 a.m. The Contractor shall be responsible to monitor weather conditions and respond accordingly to complete the snow plowing services.

7.1.3 Contractor must follow the snow plowing SITE MAP and SPECIFICATIONS. The Site Map shows where the snow needs to be plowed, snowblowed/shoveled and piled. Any deviation must be approved by the Area Buildings and Grounds Superintendent/Supervisor (see Site Map attached within this request for quotation document).

7.1.4 Contract shall install boundary markers of the areas to be plowed and snowblowed/shoveled, where approved by Area Buildings and Grounds Superintendent/Supervisor. Complete this task prior to first snowfall; then remove by May 1st of each year.

7.1.5 Contractor shall clear accumulated snow from all exits, doors, passageways, driveways, sidewalks and lots according to the site map of the sites. Windows of snow shall NOT block any doorway, sidewalk or drive (plowed or unplowed). Snow blower discharge shall at all times be aimed away from buildings, vehicles, and people.

7.1.6 Contractor shall not push snow onto areas that have shrubs or trees. Contractor shall not push or pile snow into handicapped parking stalls, access aisles or ramps.

7.1.7 Contractor shall NOT use street legal vehicles or heavy equipment on sidewalks, which includes but not limited to skid steers, pickup trucks with plows, and graters.

7.1.8 Contractor shall clear snow from all fire hydrants (stake fire hydrants before first snowfall) and mailboxes.

7.1.9 Snow hauling off premises is NOT a requirement of this contract, unless specifically requested by the Area Buildings and Grounds Superintendent/Supervisor.

7.2 **PROPERTY DAMAGE**

7.2.1 Contractor shall be responsible for all damages to State property site structures, equipment, and materials in the course of the snow plowing services. Items covered by this provision include, but are not limited to, building exterior, pavement, sidewalks, pillars, curbs, curb stops, catch basins, lawns (to include scalped areas), plantings, trees, signs, downspouts, doors, above-ground utilities, and refuse containers.

7.2.2 Contractor must coordinate the repair or replacement of damaged property with the Area Superintendent/Supervisor, to their complete satisfaction. Repairs or replacements will require the use of like materials/plantings, when needed, and/or new materials/plantings, if needed.

7.2.3 Contractor shall acquaint themselves with the location of above-ground utilities, which may be encountered or affected by the snow plowing services, to avoid damaging them.

7.2.4 Contractor shall notify the Area Superintendent/Supervisor by e-mail of any defects in surfaces to be serviced, such as pavement or sidewalks, before the beginning of each contract season. Otherwise, Contractor shall be held responsible for repair to said defects at the end of the contract season.

 Additionally, if any surface defect arises during the course of the contract season, Contractor must notify the Area Buildings and Grounds Superintendent/Supervisor, by e-mail, of the said defects. The Superintendent/Supervisor will review and determine if Contractor will be required to repair the defect(s).

7.2.5 Contractor shall immediately report to the Area Buildings and Grounds Superintendent/Supervisor any Contractor-caused damage to DMA property, DMA employee or customer personal property (such as personal vehicles parked at the site), or any property not belonging the Contractor; or injury to any person. Costs to repair or injury will be the responsibility of the Contractor.

7.2.6 All property damaged caused by the Contractor’s contract services shall be repaired/replaced at the Contractor’s expense no later than May 1 after the end of the contract season, and to the complete satisfaction of the Area Buildings and Grounds Superintendent/Supervisor. Personal property damage shall be repaired immediately.

7.3 **GENERAL REQUIREMENTS**

7.3.1 The DMA snow plowing contract season will begin on November 1 each year and end on March 31 each next year (for example, November 1, 2017 thru March 31, 2018).

IMPORTANT: Any snow plowing services BEFORE November 1 or AFTER March 31 MUST have the approval of the Area Buildings and Grounds Superintendent/Supervisor BEFORE commencing the services. DMA is not liable for payment for any services performed before November 1 or after March 31 without prior approval of the Area Building and Grounds Superintendent/Supervisor.

7.3.2 Contractor shall comply with all rules and regulations in effect on the work sites, including but not limited to security regulations, special restrictions of the airfield, use of parking and walks, and any traffic laws. Entry onto/into premises, except for snow plowing services or Contractor-DMA meetings, is not permitted.

7.3.3 Contractor shall meet with the Area Buildings and Grounds Superintendent/Supervisor to discuss and develop mutual understandings of scheduling and administration of the services before November of at least the initial contract season.

7.3.4 The pre-season meeting shall provide the opportunity to walk through the areas as noted on the Site Map, to review the areas to be plowed, shoveled/snow blowed, etc.

7.4 **CONTRACTOR PERSONNEL**

7.4.1 Contractor’s employees may be subject to a security background check completed by DMA before given access to the premises.

7.4.2 DMA reserves the right to refuse a Contractor’s employee for the on-site services for any reason before commencement of their services. DMA reserves the right to request a replacement of a Contractor’s employee if not performing the services as required or disorderly during performance of the services.

7.4.3 No Contractor staff or associate shall be allowed on the premise who is not directly involved in the performance of the services.

7.5 **EQUIPMENT**

7.5.1 Contractor equipment used in the performance of the snow plowing services must be in good operating condition and conform to any local, state and/or federal safety standards in effect at the time of use.

7.5.2 Contractor shall have backup equipment available at all times to complete the services.

7.5.3 Contractor must have company owner identification visible on vehicles used for snow plowing services.

7.5.4 Contractor may park their company-identified vehicles near the work site to perform snowblowing/shoveling services. Any unmarked Contractor vehicles may be ticketed and/or towed away at the discretion of the DMA. No parking of Contractor staff personal vehicles will be allowed on site.

7.5.5 Storage of Contractor equipment must be off-site, unless approved by the Area Buildings and Grounds Superintendent/Supervisor.

7.5.6 Site Inspection by DMA: The Area Buildings and Grounds Superintendent/Supervisor will, at their discretion, conduct site inspections before, during and after any service period to evaluate the quality and completion of the services performed. Contractor may or may not be given forewarning of a site inspection.

7.5.7 If Contractor fails to perform the snow plowing services for any single snow event/snowfall for any reason, DMA shall have the right to make other arrangements with another vendor to complete the services. DMA will invoice the Contractor and require reimbursement for these additional costs.

7.5.8 Fuel surcharges will NOT be allowed during the contract term.

# ON SITE SERVICE

In carrying out the scope of this contract, the Contractor will be required to perform services on DMA property. Bid price(s) must include all transportation and insurance costs.

# METHOD OF BID

Bidder must submit on the attached Cover (Signature) sheet. Bids will only be accepted on this sheet for the listed snowfall groups and ‘on-call’ salting/sanding. DMA will NOT accept time and materials rates, except where specified on the bid sheet.

Fuel surcharges will NOT be allowed during the contract term.

# BID SUBMISSION

Bidders must submit an original, signed bid and all required documents for acceptance of their bid by the date and time listed on the bid cover sheet. Any bids received after that time and date will be rejected. Receipt of a bid bythe State mail system does not constitute receipt of a bid by Purchasing, for purposes of this request for bid. Also refer to the Bid Response Instructions. Use one of the options below to submit bid.

Faxed and e-mailed bids are accepted. E-mail bids: List bid number and bid title in e-mail Subject line.

Fax number 608-242-3154; E-mail is dmapurchasing@wisconsin.gov.

It is the bidder’s responsibility to ensure that all documents are readable and completely transmitted to the DMA by the due date and time.

***U.S. Mail:*** ***UPS, Fed Ex, etc.:***

WING-SBF, Attn: Purchasing WING-SBF, Attn: Purchasing

WI Department of Military Affairs WI Department of Military Affairs

PO Box 14587 2400 Wright St., Room 109

Madison, WI 53708-0587 Madison, WI 53704-2572

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

# BID RESPONSE REQUIREMENTS

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

* 1. Bid Cover (Signature) Pages/Bid Price Sheet, pages 1-2
	2. Addendum Cover (Signature) Page(s), if applicable to this bid request
	3. Vendor Information Sheet, Attachment A
	4. References Sheet, Attachment B

Failure to provide these documents/information within your bid submittal may disqualify your bid.

Do NOT submit Special Conditions, Specifications, or Standard Terms and Conditions sections in your bid.

# METHOD OF AWARD

Award will be made to the lowest cost responsible, responsive bidder.

# New or Deleted Items

DMA does not guarantee to purchase any specific quantity or dollar amount. Bids that state DMA must guarantee a specific quantity or dollar amount may be disqualified.

NEW OR DELETED ITEMS: Based on conditions not known at the time of the bid and/or availability of funding, DMA reserves the right to modify the location(s) of services including, but not limited to:

* Addition of facilities
* Elimination of facilities

# Firm prices

The awarded Contractor must hold the accepted prices for the initial contract period which shall begin on the date that the contract is fully executed through June 30, 2018.

# INVOICING REQUIREMENTS

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

The original invoice must be sent to the “Bill To” address shown on the Purchase Order.

All invoices must be itemized showing:

 a. Purchase Order number

 b. Contractor name

 c. Remit to address and telephone number

 d. Contract price(s) and detail of type of services and dates of services

 Fuel surcharges will NOT be allowed during the contract period.

1. All work shall be invoiced within 72 hours and presented to the Area Buildings and Grounds Superintendent, who must authorize payment for all work.
2. Snow clearing (i.e. plowing, snow blowing, shoveling, etc.) shall be invoiced per the Contract pricing and depths indicated. A snow event equals the amount of snow fallen from 7:00 a.m. day of snowfall to 7:00 a.m. next day, for the site indicated above. [For example, if 10” of snow falls between 7:00 a.m. of the first day and 7:00 a.m. of the second day, and the contractor plows the site two times--the contractor will invoice for one clearing at the 10” rate, not two clearings at the 5” rate.]
3. DMA will use the site: <http://agwx.soils.wisc.edu/uwex_agwx/weather/hyd> to determine snowfall and depth of snow. (These weather data are maximum and minimum air temperature and precipitation, for the previous 24 hours, observed at about 7 a.m. The observations are made by a group of about 60 volunteers, who immediately transmit them to the National Weather Service Forecast Office in Sullivan, WI. Meteorologists there collect the readings and make them available on the Weather Service's computer system. We retrieve the data from McIDAS, a system created and maintained by the Space Science and Engineering Center of the University of Wisconsin-Madison. Failure of the contractor, to report discrepancies, at time of plowing, will not result in any additional compensation for the Contractor.

# CONTRACT CANCELLATION

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

* 1. Please review section 13.0 and 24.0 of the attached Standard Terms and Conditions of Bid. DMA may terminate the contract at any time at its sole discretion by delivering 10 days written notice to the contractor.

If the problem is service performance, contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor will be given a period of time to ‘cure’ the performance. If the performance does not improve, contractor will be given 10 days written notice that the contract will be cancelled.

Upon termination, DMA’s liability will be limited to the pro rata cost of the services performed as of the date of termination.

* 1. In the event the contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Department purchasing agent not less than 60 days prior to said termination.
	2. If at any time the contractor performance threatens the health and/or safety of DMA, DMA has the right to cancel and terminate the Contract without notice.
	3. If the Contractor fails to maintain and keep in force the insurance as required in Section 23.0 of the attached Standard Terms and Conditions, DMA has the right to cancel and terminate the Contract without notice.
	4. If at any time a petition in bankruptcy shall be filed against the contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of contractor's property is appointed and such appointment is not vacated within 90 calendar days, DMA has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar days’ notice in writing of such termination.

# MINORITY-OWNED BUSINESS ENTERPRISE (MBE) PARTICIPATION

The Wisconsin Department of Military Affairs is committed to the promotion of minority businesses in the State’s purchasing program. Authority for this program is found in Wisconsin Statutes s. 16.287.

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Supplier Diversity Program. Program information is found at <https://wisdp.wi.gov/> . Wisconsin Statutes provide for a permissive 5% price preference for state-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. (A bidder preference will ‘not’ be considered on a printing or stationery procurement.)

The awarded contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide goods and services incidental to this contract. A listing of state-certified MBEs, as well as services and commodities they provide, is available at: <https://wisdp.wi.gov/> . The contractor, as requested, shall furnish appropriate quarterly information about its efforts, including the identities of state-certified MBEs and their contract amounts as requested by the DMA Purchasing Agent.

# DISABLED VETERAN-OWNED BUSINESS (DVB)

The Wisconsin Department of Military Affairs is committed to the promotion of disabled veteran-owned businesses in the State’s purchasing program. Authority for this program is found in Wisconsin Statutes s. 16.283.

Disabled Veteran-owned Businesses (DVBs) are certified by the Wisconsin Supplier Diversity Program. Program information is found at <https://wisdp.wi.gov/> . Wisconsin Statutes provide for a permissive 5% price preference for state-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.)

# The awarded contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to DVBs or by using such enterprises to provide goods and services incidental to this contract. A listing of state-certified DVBs, as well as services and commodities they provide, is available at: <https://wisdp.wi.gov/> . The contractor, as requested, shall furnish appropriate quarterly information about its efforts, including the identities of state-certified DVBs and their contract amounts as requested by the DMA Purchasing Agent.

# 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. If a vendor has questions about this certification, go to the WI Department of Revenue website: <http://www.dor.state.wi.us/html/vendlaw.html>

**22. FEDERAL DEBARMENT**

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients 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. By signing this procurement document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following website: [www.sam.gov](http://www.sam.gov)

STATE OF WISCONSIN

DOA-3477 (R05/98)

**ATTACHMENT A**

**COMPLETE AND SUBMIT WITH BID**

**VENDOR INFORMATION**

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

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

Phone ( ) Cell Phone ( )

Fax ( ) Email Address

Address:

City State Zip + 4

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

Name Title

Phone ( ) Cell Phone ( )

Fax ( ) Email Address

Address:

City State Zip + 4

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

Name Title

Phone ( ) Cell Phone ( )

Fax ( ) Email Address

Address:

City State Zip + 4

**Fill in Years in ‘commercial’ snow plowing business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |
| --- | --- | --- |
| STATE OF WISCONSIN |  |  |
| DOA-3478 (R12/96) |  |  |

**ATTACHMENT B**

**COMPLETE AND SUBMIT WITH BID**

**References**

**BIDDER:**

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

**Company Name:**

Address (include Zip + 4)

Contact Person: Phone No.

E-Mail Address:

Service(s) Provided:

**Company Name:**

Address (include Zip + 4)

Contact Person: Phone No.

E-Mail Address:

Service(s) Provided:

**Company Name:**

Address (include Zip + 4)

Contact Person: Phone No.

E-Mail Address:

Service(s) Provided:

**Company Name:**

Address (include Zip + 4)

Contact Person: Phone No.

E-Mail Address:

1. Service(s) Provided: