**Request for Bid (RFB) ETB0050**

**Courier Services**



**Issued by the**

**State of Wisconsin**

**Department of Employee Trust Funds**

**Release Date: February 1, 2022**

**Questions Due: February 7, 2022**

**Bids Due: February 22, 2022, 2:00 P.M. CST**

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# General Information

## Introduction

This Request for Bid (RFB) is issued by the Wisconsin Department of Employee Trust Funds (“Department” or “ETF”) for courier services. Other agencies may piggyback on this contract if the vendor agrees to extend pricing. Providing consistent secure service is of the utmost importance.

The contractor will provide courier services to deliver confidential financial documents between ETF’s offices at 4822 Madison Yards Way, Madison, WI, 53705-9100, and 101 East Wilson Street (DOA - 5th floor). The services are to be provided each day from Monday through Friday, except state holidays.

ETF is also asking for pricing for "Special Request" stops, which are additional stops within Madison over and above the daily run. Last, ETF is asking for an hourly rate for services that ETF may require, whether the stop is inside or outside the Madison area.

This procurement is authorized under Chapter 16 of the Wisconsin State Statutes.

ETF administers the Wisconsin Retirement System (WRS), the group health insurance program for state employees and many local governments, and a variety of other public employee benefit programs. The WRS is within the top 10 largest pension funds in the nation and is ETF’s largest program, providing retirement benefits for more than 650,000 current and former state and local government employees on behalf of more than 1,500 employers.

**Please note that this is a request for bids and not a request for proposals.** The work to be performed by the contractor is described in this RFB. Although a work plan is provided in this document, the Department and the Contractor have the flexibility to agree on changes that will enhance the process or offer greater efficiencies. The objective is for Bidders to provide adequate documentation in a succinct format that demonstrates ability and willingness to provide the services described in this document and abide by the terms and conditions herein. The least cost responsible Bidder will be awarded the Contract pending Contract signing.

## Current State and Background

Please refer to this [schedule](#OutsideRuns). The courier calls into ETF Supply and Mail Services about 5 minutes before arriving. This is so ETF Supply and Mail Services staff can meet the courier by their vehicle near the loading dock and exchange materials. This keeps the route running on schedule.

## Procuring and Contracting Agency

This RFB is issued by the Wisconsin Department of Employee Trust Funds, the sole point of contact for the State in the selection process. The terms “State,” “ETF” and “Department” may be used interchangeably in this document and its attachments.

Prospective Bidders are prohibited from contacting any person other than the individual listed below regarding this RFB. Violation of this requirement may result in the Bidder being disqualified from further consideration.

Dept. of Employee Trust Funds

Kristen Schipper – Purchasing Agent

Telephone: 608-261-0737

E-mail: ETFSMBProcurement@etf.wi.gov

Prospective bidders who hold a current contract with ETF may continue to communicate with ETF’s staff regarding the performance of that current contract only.

## Definitions and Acronyms

Words and terms shall be given their ordinary and usual meanings. Words and terms not defined below shall have the meanings provided by Wis. Stat. § 40.02 and Wis. Admin. Code § ETF 10.01 unless otherwise clearly and unambiguously defined by the context of their usage in this RFB. Where capitalized or not in this RFB, the following definitions and acronyms shall have the meanings indicated unless otherwise noted. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter forms of the words and terms. Please see ETF’s glossary at: <http://etf.wi.gov/glossary.htm> for additional definitions.

**Bid** means the response to this RFB.

**Bidder** means a firm or individual submitting a Bid in response to this RFB.

**Bid Factors:** an element of the RFB the Bidder responds to if replying via eSupplier. Bid factors can be seen and responded to in the eSupplier Portal. Some bid factors are required for a response via eSupplier to be submitted.

**Board(s)** means State of Wisconsin Employee Trust Funds Board, State of Wisconsin Group Insurance Board and/or State of Wisconsin Deferred Compensation Board.

**Business Day** means each Calendar Day except Saturday, Sunday, and official State of Wisconsin Holidays (see also: Calendar Day, Day).

**Calendar Day** refers to a period of twenty-four hours starting at midnight.

**Calendar Year** means the time period from January 1 to December 31.

**CDT** means Central Daylight Time covering a time period of mid-March to early November each calendar year.

**Confidential Information** means all tangible and intangible information and materials being disclosed in connection with the Contract, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information; (ii) Personally Identifiable Information; (iii) Protected Health Information under HIPAA, 45 CFR 160.103; (iv) proprietary information; (v) non-public information related to the State of Wisconsin’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (vi) information expressly designated as confidential in writing by the State of Wisconsin; (vii) all information that is restricted or prohibited from disclosure by State or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis. Admin. Code ETF 10.70(1) and 10.01(3m); or (viii) any material submitted by the Bidder in response to this RFB that the Bidder designates as confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36 (5) or material which can be kept confidential under the Wisconsin public records law.

**Contract** means the written agreement resulting from the successful Bid that shall incorporate, among other things, this RFB, the successful Bid as accepted by the Department, Form C – Department Terms and Conditions, an updated and executed Form F – Draft Contract, exhibits, subsequent amendments and other documents.

**Contractor** means the Bidder(s) who is/are awarded the Contract(s).

**CST** means Central Standard Time covering all time periods not CDT.

**Day** means Calendar Day unless otherwise indicated.

**Department** means the Wisconsin Department of Employee Trust Funds.

**ETF** means the Wisconsin Department of Employee Trust Funds.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996. See Department Terms and Conditions.

**Individual Personal Information** or **IPI** has the meaning ascribed to it at Wis. Admin. Code ETF § 10.70 (1). See Form C – Department Terms and Conditions.

**Mandatory** means the least possible threshold, functionality, degree, performance, etc. needed to meet a compulsory requirement. A requirement labeled as such shall be present in the Bid submission, exactly as stated, or the submission will not be considered by the State of Wisconsin. The terms “must” and “shall” are considered Mandatory. Mandatory bidder requirements in this RFB document shall be minimally met without exception; failure to meet such shall disqualify your Bid. Before the award of any Contract, the State shall be satisfied the Bidder has sufficient qualified resources available for performing the work described in this Bid. It is the Bidder’s responsibility to acquaint the State with these requirements by submitting appropriate or supporting documentation. If no single Bidder is able to meet an individual mandatory requirement, the State reserves the right to eliminate that individual mandatory requirement; in such case, the State shall continue the review of Bids to select the Bid that most closely meets the requirements in this RFB.

**Personally Identifiable Information** or **PII** means information that is capable of identifying a particular individual through one or more identifiers or other information or circumstances. See Form C – Department Terms and Conditions.

**Protected Health Information** or **PHI** has the meaning ascribed to it under 45 s. CFR 160.103. See Form C – Department Terms and Conditions.

**RFB** means Request for Bid.

**Services** means all work performed, and labor, actions, recommendations, plans, research, and documentation provided by the Contractor necessary to fulfill that which the Contractor is obligated to provide under the Contract.

**State** means State of Wisconsin.

**State Statutes** or **Wisconsin Statutes** or **Wis. Stat.** means Wisconsin State Statutes referenced in this RFB, viewable at: <http://www.legis.state.wi.us/rsb/stats.html>.

**Statement of Work** means a document that clearly specifies the project requirements, milestones, deliverables, end products, documents and reports to be provided by the vendor.

**Subcontractor** means a person or company hired by the Contractor to perform a specific task or provide Services as part of the Contract.

**Vendor** means any individual, firm, company, corporation, or other entity that may submit a Bid in response to this RFB.

## Clarification of the Specifications and Requirements

Bidders must submit all questions concerning this RFB via eSupplier or e-mail to ETFSMBProcurement@etf.wi.gov. The subject line of the e-mail must state “**RFB** **ETB0050**,” and the e-mail must be received on or before the date identified in Section 1.8 Calendar of Events for “Bidder Questions and Letter of Intent to Bid Due.” Bidders are expected to raise any questions they have concerning this RFB at this point in the process. Bidders are encouraged to submit any assumptions or exceptions during this process. Any assumption or exception listed must contain a rationale as to the basis. The Department will inform the Bidders which assumptions or exceptions would be acceptable.

E-mail questions must be submitted as a Microsoft Word document (not a .pdf or scanned image) using the format specified below:

***Table 1 - Format for Submission of Clarification Questions***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | RFB Section | RFB Page | Question |
| Q1 |  |  |  |
| Q2 |  |  |  |

The Bidder’s e-mail must include the name of the Bidder’s company and the person submitting the question(s).

A compilation of all questions and answers, along with any RFB updates, will be posted to eSupplier and **ETF’s Public Website** (<https://etf.wi.gov/procurement>) on or about the date indicated in Section 1.8 Calendar of Events. Note any Bidder questions received outside of the Wisconsin eSupplier Portal shall be documented and consolidated with questions received from within the Wisconsin eSupplier Portal.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder should immediately notify the individual identified in Section 1.3 of such error with “ERROR re ETB0050” stated in the email subject line and request modification or clarification of this RFB.

Failure to raise any such cognizable error immediately but no later than before the bid submission deadline will result in a bar on subsequently raising the issue.

If it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be published on **ETF’s Public Website** (<https://etf.wi.gov/procurement>) and eSupplier, and will not be mailed. Electronic versions of this RFB and all appendices and exhibits are available on ETF’s Public Website and eSupplier.

## Bidder Conference

There is no scheduled Bidder conference. A Bidder conference is an opportunity for Bidders to ask questions. If ETF decides to hold a Bidder conference, a notice will be posted on **ETF’s Public Website** (<https://etf.wi.gov/procurement>) and eSupplier. Note: unless this notice is posted, no conference will be held.

## Reasonable Accommodations

ETF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities, upon request.

## Calendar of Events

Listed below are the important dates by which actions related to this RFB must be completed. In the event that the Department finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB via eSupplier and **ETF’s Public Website** (<https://etf.wi.gov/procurement>). No other formal notification will be issued.

***Table 2 - Calendar of Events***

|  |  |
| --- | --- |
| Date | Event |
| February 1, 2022 | ETF Issues RFB |
| February 7, 2022 | Bidder Questions and Letter of Intent to Bid Due to ETFSMBProcurement@etf.wi.gov |
| February 9, 2022 | ETF Posts Answers to Questions on ETF’s Public Website and eSupplier |
| **February 22, 2022, 2:00 P.M. CST** | **Bid Due Date and Time** |
| February 24, 2022 | ETF Notifies Bidders of Contract Award |
| March 1, 2022 | Contract Start Date |

***NOTE: All dates are estimated except the dates for Bidder Questions and Bid Due Date and Time.***

## Contract Term

The Contract will commence March 1, 2022, and will extend for a one-year initial term. ETF retains the option, by mutual agreement of ETF and the selected Contractor, to renew for up to four (4) additional one (1) year periods, subject to the satisfactory negotiation of terms, including pricing.

Bidders must provide pricing on the Form E – Cost Worksheet for the entire length of the Contract, including any optional renewals. There will be no price increases for the length of the Contract, including optional renewal periods.

Gasoline surcharges won’t be considered. A bid conditioned on a possible floating gasoline surcharge will be grounds for disqualification. Parking expenses, or other additional costs not included on the Cost Sheet, shall not be accepted by the State any time during this Contract.

Any cost decreases that are passed through to the Contractor, are required to be passed to the Dept. within thirty (30) days of the effective date of the cost decrease.

## Letter of Intent

**By the date indicated in Section 1.8, Calendar of Events, please submit a letter of intent via e-mail indicating that a Bidder intends to submit a response to this RFB.** In the letter, identify the Bidder's organization and give the name, location, telephone number, and e-mail address of one or more persons authorized to act on the Bidder's behalf. Submit the letter of intent to the email address listed in Section 1.3. The letter of intent does not obligate the Bidder to submit a Bid and is not mandatory.

## No Obligation to Contract

ETF reserves the right to cancel this RFB for any reason prior to award and prior to signing a contract. ETF does not guarantee to purchase any specific dollar amount. Bids that stipulate that ETF shall guarantee a specific quantity or dollar amount will be disqualified.

## eSupplier Registration

The Wisconsin Department of Administration’s eSupplier Portal is available to all businesses and organizations that want to do business with the State. The eSupplier Portal allows vendors to see details about pending invoices and payments, allows vendors to receive automatic, future official notices of solicitations, and, in some cases, allows vendors to respond to State solicitations electronically.

For more information on the eSupplier Portal, go to: <https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_BIDDER>

## Retention of Rights

All Bids become the property of ETF upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid as sent to ETF shall be the exclusive property of ETF and may be used by the State of Wisconsin at its discretion. For Bidders who withdraw or are disqualified, the Department may agree to return extra copies of submissions upon request and at the Bidder’s expense. If copies are returned, a record of the submission will remain on the Department’s record.

## General Instructions

The selection of a Contractor will be based on several factors, which may include the information submitted in the Bids, reference checks, and responses to requests for additional information or clarification.

**Failure to respond to each of the requirements of this RFB and demonstrate ability to meet specifications may be the basis for rejecting a Bid.**

## Incurring Costs

The State of Wisconsin and ETF are not liable for any costs incurred by Bidders replying to this RFB, or during the selection process.

## Submitting the Bid

Bidders shall respond to this RFB in either the Wisconsin eSupplier Portal or by providing a hard copy bid response via mail or hand delivery. **Faxed and emailed bids will not be accepted.**

Bidders are solely responsible for ensuring that bids are received by the Department before the deadline stated in Section 1.8 Calendar of Events. The Department takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software.

Bids received by the Department after the date and time specified in Section 1.8 Calendar of Events will not be accepted and will be disqualified. All required parts of the bid must be submitted by the specified due date and time; if any portion is submitted late, the entire bid will be disqualified.

Bidders may request, via an email to the address listed in Section 1.3 Procuring and Contracting Agency, the time and date their bid was received.

* **eSupplier**

Please note, Bidders must click "Submit" in the Wisconsin eSupplier Portal to have their Bid received. Clicking "Save" does not submit the Bid response; therefore, it shall not be received or reviewed.

* **Mailed or Hand-Delivered Hard Copy**

|  |  |
| --- | --- |
| **Express delivery** | **United States Postal Service delivery**  |
| Dept. of Employee Trust FundsKristen Schipper – Purchasing Agent**RFB ETB0050**Hill Farms State Office Building (HFSOB)8th Floor North Tower (Visitor’s Entrance)4822 Madison Yards WayMadison, WI 53705-9100 | Dept. of Employee Trust FundsKristen Schipper – Purchasing Agent**RFB ETB0050**P.O. Box 7931Madison, WI 53707-7931 |

Bidders have the option to mail or hand-deliver a hard copy bid when responding to this RFB. The State strongly encourages electronic bid submission via eSupplier.If you are unable to submit your bid via eSupplier, please email ETFSMBProcurement@etf.wi.gov by February 7, 2022, to arrange your hard copy bid submission.

ETF is not responsible for deliveries that do not reach the ETF procurement office by the required due date and time. ETF has no liability for errors made in inputting any information into eSupplier to make a record of a hard copy bid response.

The bid must be packaged, sealed and show the following information on the outside of the package:

* “[Bidder’s Company Name and Address]”
* Title: ETB0050 Courier Services
* Bid Due Date: **February 22, 2022, 2:00 P.M. CST**

Inside the package must be:

* One (1) original hard copy of the bid, clearly labeled “ORIGINAL;”
* One (1) USB flash drive clearly labeled with the Bidder Name and the RFB number, which includes the following:
	+ **One (1) single file in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). OCR is the conversion of all images typed, handwritten or printed text into machine-encoded text. The file must be labeled “[Name] BID.” The file must have the same pagination as the original hard copy Bid.**
	+ **One (1) single file in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format EXCLUDING or REDACTING all confidential and proprietary information/documents. This file must be labeled “[Name] REDACTED BID.”**
		- **Redact only material the Bidder authored. For example, do not redact the question the Bidder is responding to, only the answer.**
		- **Do not redact page numbers. Page numbers should remain visible at all times, even if the whole page is being redacted.**
		- **Note: Costs provided in Cost Worksheet shall NOT be redacted for confidentiality.**
		- **This is the file that will be used for responding to open records requests. Note that no matter what method the Bidder uses to redact documents, the Department is not responsible for checking that the redactions match the Bidder’s Designation of Confidential and Proprietary Information in Form D.**
		- **Bidders should be aware that the Department may need to electronically send the redacted materials to members of the public and other requesters when responding appropriately to open records requests.**
		- **The Department is not responsible for checking that redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department is not responsible for responding to open records requests via printed hard copy, even if redactions are only effective on printed hard copy.**
		- **The Department may post redacted Bids on the Department’s public website in the same file format the Bidder provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, e-mailed, or transferred via any electronic means, and somehow loses its redactions in that process.**
		- **The redacted file must have the same pagination as the Bidder’s original hard copy Bid.**

**IMPORTANT:**

* + - **Do not lock or password protect the USB drive.**
		- **Clearly mark the exterior of the USB flash drive with Bidder’s name and the RFB number.**
		- **Flash drives must be free of all malware, ransomware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious operations on a computer.**

All bids must be time-stamped as accepted by ETF by the stated due date and time in Section 1.8. Bids not so stamped in by ETF on or prior to the stated due date and time will not be accepted and shall be considered late. Receipt of a bid by the State of Wisconsin mail system does not constitute receipt of a bid by ETF, for the purposes of this RFB.

## Bid Organization and Format

Bidders responding to this RFB must comply with the following format requirements. ETF reserves the right to exclude any bids from consideration that do not follow the required format as instructed below.

Bids must be typed. Hard copy bids must be submitted on 8.5 by 11-inch paper and

bound securely. All bids must be in English.

Only provide promotional materials if they are relevant to a specific requirement of this request. If provided, all materials must be included with the response to the relevant requirement and clearly identified as “promotional materials.” Please hyperlink to promotional materials rather than add them to the document length.

* eSupplier

Respond to all bid factors presented in eSupplier with the appropriate “yes” or “no,” attach a completed form, or create and attach a document, as directed in the bid factor.

* **Mailed or Hand-Delivered Hard Copy**

**Include the information requested in each section.**

|  |  |
| --- | --- |
| **FRONT COVER** | **Front Cover Requirements**Include at a minimum the following information:* Bidder’s Company Name
* Title: Courier Services ETB0050
* Bid Due Date
 |
| **TABLE OF CONTENTS** | **Table of Contents Requirements**Include at a minimum the following information:* Listing of each TAB number (Ex. TAB 1, TAB 2, TAB 3)
* Listing of each TAB description (Ex. TAB 1 – General Information and Required Forms)
* Listing of each TAB page number
 |
| **TAB 1** | **General Information and Required Forms**Provide the following in the following order:* TRANSMITTAL LETTER: A signed transmittal letter must accompany the bid. The transmittal letter must be written on the Bidder’s official business stationery and signed by an official that is authorized to legally bind the Bidder. Include in the letter:
1. Name, signature and title of Bidder’s authorized representative;
2. Name and address of company;
3. Telephone number and e-mail address of representatives who will be providing services under this RFB;
4. RFB number and title: ETB0050 Courier Services;
5. Number of employees (if less than 50); and,
6. Executive Summary.
* Form A – Bidders Checklist for Hard Copy Bids
* Form B – Courier Daily Run Schedule
* Form C – Department Terms and Conditions
* Form D – Bidder Required Form (DOA-3832)

Note: Although these clients shall serve as the primary references for purposes of this RFB, ETF specifically reserves the right to contact any past clients for information about the Bidder’s performance under past and present contracts. ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references.Provide at least 3 references that can validate that the Bidder has two (2) or more years of experience providing courier services. References must be able to confirm this. To fulfill this mandatory requirement, the references must also be responsive to ETF’s inquiries. Bidders may be disqualified if references do not respond to ETF’s requests for information about the Bidder. It is the responsibility of the Bidder to ensure reference names, addresses, telephone numbers, and e-mail addresses remain current. If any subcontractors will be involved with this project, make sure the references provided are also involved in a similar arrangement and can speak to the quality of work for BOTH the Bidder and any subcontractors named on Form G. Note: All bidders have a continuing obligation to submit an updated FORM D – Bidder Required Form, Section 4 – Designation of Confidential and Proprietary Information if ETF requests additional information that the Bidder claims is confidential or proprietary up to the time of award. Merely designating submitted information “confidential” or “proprietary” is not sufficient. * Form E – Cost Worksheet.

Failure to provide a cost using the exact form provided in Form E may result in your bid being disqualified and rejected.* Form F – Draft Contract
* Form G – Subcontractor/Author Information

Put the bid’s author on Form G. If it is the intention of the Bidder to subcontract any requirements under this RFB, put subcontractors on Form G also. Also make sure the references provided on Form D are in a similar arrangement with the Bidder and named subcontractor(s) and can speak to the quality of work for both entities. * Current Form W-9 Request for Taxpayer Identification Number and Certification (from the Department of the Treasury, Internal Revenue Service: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
 |
| **TAB 2** | **Assumptions and Exceptions**If the Bidder has no assumptions or exceptions to any term, condition, RFB exhibit or form, provide a statement to that effect in Tab 2.If the Bidder has assumptions and/or exceptions to any RFB term, condition, or form, then follow these instructions:**Instructions:*** Regardless of any proposed assumption or exception, the bid as presented must reflect all requirements under the Contract.
* If the Bidder cannot agree to a term or condition as written, the Bidder must make its specific required revision to the language of the provision by striking out words or inserting required language to the text of the provision. Any new text and deletions of original text must be clearly color coded or highlighted, which requires the Bidder’s response be created/printed in color. Bidder shall avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with substantively changed provisions. Wholesale substitutions of provisions shall not be made in lieu of strategic edits required to reflect Bidder-required modifications. The Bidder shall not submit its own contract document as a substitute for Form C.
* Immediately after a proposed revision, the Bidder shall add a concise explanation concerning the reason or rationale for the required revision. Such explanations shall be separate and distinct from the marked-up text and shall be bracketed, formatted in italics and preceded with the term “[Explanation:].”
* All provisions on which no changes are noted shall be assumed accepted by the Bidder as written and shall not be subject to further negotiation or change of any kind unless otherwise proposed by the Department.
* Submission of any standard Bidder contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the bid. An objection to terms or conditions without including proposed alternative language will be deemed to be an acceptance of the language as applicable.
* The Department reserves the right to negotiate contractual terms and conditions when it is in the best interest of the State of Wisconsin to do so.
* Exceptions to the Contract terms and conditions may be considered during Contract negotiations if it is beneficial to the Department.
* The Department may or may not consider any of the Bidder’s suggested revisions. The Department reserves the right to reject any proposed assumptions or exceptions.
* Clearly label each assumption and exception with one of the following labels:
	+ Section 3 Requirements - Assumption
	+ Section 3 Requirements - Exception
	+ Form C Department Terms and Conditions - Assumption
	+ Form C Department Terms and Conditions – Exception
	+ Form F Draft Contract – Assumption or Exception
 |
| **TAB 3**  | **Response to Section 3**Provide a point-by-point response and each-and-every piece of information called for in Section 3. Tab 3 must exactly follow the same numbering system as Section 3, use the same headings, and address each point in Section 3. Format the original ETF-authored text so that it looks different from the response. For example, put the ETF-authored text in bold. |

## Multiple Bids

Multiple bids from a Bidder are not permissible.

## Withdrawal of Bid

Bids shall be irrevocable until the Contract is awarded unless the Bid is withdrawn by notifying ETF in writing prior to the date and time listed in Section 1.8 Calendar of Events for the Bid Due Date and Time. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the contact listed in Section 1.3. If a previously submitted bid is withdrawn before the Bid Due Date and Time, the Bidder may submit another Bid at any time up to the Bid Due Date and Time.

## Contacting Bidder References and Conducting Site Visits

By submitting a Bid in response to this RFB, the Bidder grants rights to the Department to contact or arrange a visit with any or all of the Bidder’s clients and/or references.

# Bid Selection and Award Process

## Preliminary Evaluation

Bids will initially be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements, or failure to follow the required instructions for completing and submitting a Bid as specifically outlined in this RFB may result in rejection of the Bid.

## Clarification Process

ETF may request that Bidders clarify ambiguities or other information presented in the Bid. Clarification requests will include appropriate references to this RFB and/or the Bid. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to ETF within the time required.

## Contract Award

The least cost responsible Bidder(s) that meet(s) all the mandatory requirements will be awarded a Contract. Reference checks will be an important tool to verify that mandatory requirements are met.

The “Net Fixed Cost per Month Invoiced Monthly” will be the cost basis for award. The “Net Fixed Cost per Month Invoiced Monthly” includes the daily run but not “Special Request” stops.

Bids that do not comply with instructions or are unable to comply with mandatory requirements contained within this RFB may be rejected by ETF.

A committee comprised of State personnel will verify that Bidders meet all requirements specified in this RFB. ETF may request reports on a Bidder's financial stability, and if financial stability is not substantiated, the Bidder’s Bid may be rejected. ETF may request demonstrations of the Bidder’s proposed products(s) and/or service(s), and review results of past awards to the Bidder by the State.

“Responsible” is determined at the time Bids are evaluated, using criteria which may include an assessment of whether the Bidder will be able to meet the specifications of this RFB.

ETF retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid deemed to be in the best interest of the State. The State shall be the sole judge as to a Bid’s compliance with the instructions contained in this RFB.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. s. 16.75(3m).

## Right to Reject Bids

This RFB does not commit ETF to awarding a Contract or pay any costs incurred in the preparation of a Bid in response to this RFB. ETF reserves the right to reject any and all Bids. ETF may negotiate the terms of the Contract, including the award amount, with the least cost responsible Bidder prior to entering into a Contract.

## Negotiation

ETF reserves the right to conduct Bidder discussions, request more competitive pricing, clarify Bids, and contact references, should it be in ETF’s best interest to do so. ETF is the sole determinant of its best interests.

## Notification of Award

All Bidders who respond to this RFB will be notified of ETF’s award of this Contract, as a result of this RFB. If Contract negotiations cannot be concluded successfully with the awarded Bidder(s), ETF may negotiate a Contract with the next least cost responsible Bidder(s) and so on until ETF completes successful negotiations. ETF also reserves the right not to award a Contract.

## Appeals Process

The appeals procedure applies to only those requests for bids for services that are over $50,000. Notices of intent to protest and protests must be made in writing. The protest must state the RFB number, detailed factual grounds for the objection to the RFB award, and must identify any Wisconsin Statutes and/or Wisconsin Administrative Codes that are alleged to have been violated. Protestors can submit one protest per award.

A vendor who wants to protest the award must first email a written notice, called an intent to protest indicating that the bidder intends to protest the award decision to ETFSMBProcurementAppeals@etf.wi.gov.

Address the written notice of intent to protest to: A. John Voelker, Secretary, Wisconsin Department of Employee Trust Funds.

The notice of intent to protest must be received in the ETF office no later than five (5) Business Days after the notice of intent to award the contract is issued. Fax documents will not be accepted.

Following the notice of intent to protest, the vendor who wishes to protest the award must e-mail the formal written protest to ETFSMBProcurementAppeals@etf.wi.gov addressed to the Secretary of the Department, within ten (10) Business Days after the notice of intent to award the contract is issued. Appeal rights are lost if no formal appeal is timely received.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege violation of a statute or a provision of the Wisconsin Administrative Code.

# 3 REQUIREMENTS

The Bidder’s services must be able to be performed according to the requirements contained in this RFB. All resources necessary to meet the requirements are to be provided by the Bidder and included in the price indicated by Bidder on the Form E – Cost Worksheet. The Bidder must provide enough detail in its response to allow the Department to understand how the Bidder will comply with each requirement. The Bidder’s response to each item in Section 3 is mandatory and shall include (in Bid TAB 3 for hard copy or attached to the Response to Section 3 Requirements bid factor in eSupplier) the following items, organized as indicated below:

## 3.1 Mandatory requirements

**Failure to comply with one or more of these mandatory requirements may disqualify a Bid. A response to each item is a mandatory requirement, and failure to respond with either “agree” or “disagree” to everything listed may result in a Bid being rejected.**

If a Bidder cannot agree to each item listed, the Bidder must so specify and provide a reason or justification in Bid TAB 2 – Assumptions and Exceptions – of the Bid response or, if submitting electronically through eSupplier, the Assumptions and Exceptions bid factor. ETF may consider the issue if it is addressed in Bid TAB 2 or the Assumptions and Exceptions bid factor. Even if so addressed, a “disagree” to a mandatory requirement may still result in a Bid being rejected.

1. The Contractor’s delivery staff must be able to lift boxes that weigh up to thirty (30) pounds. The Contractor’s delivery staff is expected to pick up and deliver approximately four-five (4‑5) oversized office envelopes from each site. On occasion there may be two-three (2‑3) banker’s boxes, record storage boxes or ten (10) ream paper boxes.

2. The Contractor must be able to carry one or more locked bags or containers. These may contain checks. Packages shall always be kept secure. Courier vehicle must always be locked.

3. The Contractor must agree to be responsible for any contents lost in transit and assist with investigations related to any contents lost in transit.

4. The Contractor must provide drivers who have a valid Wisconsin driver’s license and maintain comprehensive automobile collision and liability insurance. (ETF will consider vendors who use alternative forms of transportation. Liability insurance is required even if a motor vehicle is not used for delivery). All vehicles must have company identification.

5. The Contractor must ensure sufficient staff to meet and maintain the [Form B – Courier Daily Run Schedule](#OutsideRuns). If a driver happens to arrive early for a scheduled pick-up or if the items to be picked up are not ready at the scheduled pick-up time, the driver shall be required to wait for ten (10) minutes after the scheduled pick-up time at no additional charge.

6. The Contractor must be on time 95% of the time. ETF may or may not make allowances for weather, traffic, or other delays – at ETF’s discretion. ETF may at its discretion require the courier to come up the elevator to deliver or may agree to meet the courier near the building’s dock or another location that is mutually convenient.

7. The Contractor must not work when ETF is closed. Holidays and closures are posted on [ETF’s website](http://www.etf.wi.gov/). No pick-ups or deliveries will occur during holidays, closures, or weekends. ETF offices are closed on these holidays:

* New Year's Day *(January 1)*
* Martin Luther King Jr.'s Birthday *(3rd Monday in January)*
* Memorial Day *(Last Monday in May)*
* Independence Day*(July 4)*
* Labor Day *(1st Monday in September)*
* Thanksgiving Day *(4th Thursday in November)*
* Christmas Eve Day *(December 24)*
* Christmas Day*(December 25)*
* New Year's Eve Day *(December 31)*

8. Confidentiality

The Contractor understands and acknowledges that the records the Contractor will transport are strictly confidential under various provisions of law, including Wis. Stats. § 40.07. Contractor further understands and agrees that any employee or agent of the Contractor who violates the confidentiality provisions is subject to penalties, including monetary fines.

The Contractor agrees to limit access to the records to those members of Contractor’s staff who are needed to transport the records as required by the contract.

The Contractor understands and agrees that at no time during the performance of its duties under this bid will any records be left unattended unless locked in the Contractor’s vehicle.

The Contractor will not make copies of or retain copies of any records.

Contractor agrees and understands that all material scheduled to be picked up will be delivered the same day by no later than 2:15 PM, and no later than 4:00 PM for any special trips. Under no circumstances will any material be left in the mode of transport overnight, even if locked and secured.

9. The Contractor must be responsible for all wages, Federal and State Withholding taxes, FICA and Worker’s Compensation Insurance for Contractor’s employees.

10. The Contractor must accommodate additional and non‑scheduled pick‑ups and deliveries in the Madison Metro area.

11. The State during Contract period or at Contract renewal reserves the right to negotiate with the current Contractor the addition or reduction of pick-ups and deliveries in the Contract.

12. The State may request at any time, in writing, alternative personnel or drivers to be assigned to the Contract.

13. The Contractor must agree to these payment terms. If the Contractor fails, on any given day, to perform its duties under the bid, ETF will bill the Contractor for actual costs incurred in securing delivery of the courier mail, or at its discretion, withhold the actual costs to cover from the monthly payment. If a driver will not be able to make a scheduled stop (pick-up or delivery) within fifteen (15) minutes of the scheduled pick-up time or delivery time, an alert shall be phoned to the appropriate State staff to avoid liquidated damages. **Liquidated damages will consist of an invoice credit equal to the cost of the contracted delivery that was lost, late or missed.** Once the award is made, the Contractor shall be provided with the appropriate staff and phone numbers for each scheduled stop.

14. Staff Identification: All Contractor’s staff, while working on State property, shall wear a clearly displayed photo identification badge (provided by the Contractor at the Contractor’s cost) showing they work for the Contractor.

## 3.2 Required Responses

1. Describe the Bidder’s business including:

* number of staff, including independent contractors and employees
* number of offices and locations
* the location(s) of the office(s) from which the work on this project is to be performed
* primary business
* other business or services
* type of organization (franchise, corporation, partnership, etc.)
* number and type of clients
* experience and capabilities in providing services similar to this bid, and
* what Bidder believes are its strengths regarding Bidder’s client services and what distinguishes Bidder’s company from its competitors.

2. Name the Bidder’s staff person who will act as ETF’s main contact and relationship manager. This person must be available for meetings with ETF staff.

3. List any acquisitions, and/or mergers or other material developments (changes in ownership, personnel, business, etc.) pending now or that occurred in the past five years for Bidder. List what other companies your company is affiliated with as a parent or subsidiary. Describe in detail.

4. Describe any and all contracts currently held with State of Wisconsin agencies, local units of government (in Wisconsin) and related public authorities or entities. The response must identify the entity and describe the services provided.

5. Detail any judgment, criminal conviction, investigation or litigation pending against Bidder. Include a list of any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct of the Bidder during the past five (5) years. ETF reserves the right to reject a response based on this information.

# 4 Contract Terms and Conditions

The Department will execute a Contract with the awarded Contractor(s). A Draft Contract is attached (Form F) as an example. The Contract and any subsequent renewal(s) will incorporate all terms and conditions in this RFB, Form C – Department Terms and Conditions, and Contractor’s Bid.

## Payment Terms

* + Invoices must be itemized by Cost Worksheet categories of expenses actually incurred.
	+ Invoices shall include the ETF purchase order number.
	+ Itemized invoices shall include date, pick-up location, delivery, for trip based on a per mile rate, how many miles, and the total trip cost.
	+ Invoices will be submitted electronically via e-mail.
	+ Payment will only be made through Automated Clearing House (ACH) unless alternative arrangements are mutually agreed upon.
	+ Invoices shall be submitted timely and no later than 1 year after completion of deliverables.
	+ ETF anticipates invoices will be received monthly.
	+ Payment will be made to the Contractor within thirty (30) Calendar Days of receipt of a proper and approved invoice.

## Collaborative Purchasing Clause

Other institutions, such as state, local and public agencies, occasionally express interest in participating in Department contracts. The Department would like the Contractor to extend the terms, conditions and prices of the Contract(s) that result(s) from this RFB to any such entity. Any institution that would contract with the Contractor for the services provided under the Contract(s) will finalize their own contract with the Contractor and issue their own purchasing documents. The Contractor agrees that the Department bears no responsibility or liability for any agreement between the Contractor and the other entity that desires to exercise this option. If a Bidder does not agree to this, they should check “Disagree” to extend the same pricing to other Wisconsin government entities on their Form E - Cost Worksheet, and in Section 5 of their Form D – Bidder Required Form, check “I Do Not Agree” to furnish the commodities or services to Wisconsin municipalities.

FORM A - BIDDERS CHECKLIST for Hard Copy bids

**Instructions:**

1. This form shall be completed by the vendor by marking the check-boxes below. By marking these boxes, the bidder acknowledges compliance with these items. Not checking a box may be cause for rejection of a bid.
2. Print company name.
3. Print the name of the representative signing this form (must be authorized to legally bind the company).
4. Provide the signature of the individual authorized to sign this form (to legally bind the company).
5. Date the form.
6. Submit this form as part of your bid (TAB 1).

|  |  |
| --- | --- |
| **Front Cover:** Create a front cover for your bid with your company’s name, the bid title, and the bid due date. |  I have completed this task. |
| **Table of Contents:** Create a table of contents for your bid that lists each Tab number, a description of what is in the Tab number, and the page each Tab number starts on.  |  I have completed this task.  |
| **Transmittal Letter:** A signed transmittal letter must accompany the bid. The transmittal letter must be written on the vendor’s official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:1. Name, signature and title of bidder’s authorized representative;
2. Name and address of company;
3. Telephone number and e-mail address of representatives who will be providing services under this RFB;
4. RFB number and title: RFB ETB0050 Courier Services;
5. Number of employees (if less than 50); and,
6. Executive Summary.
 |  I have created, signed, and put my transmittal letter in Tab 1.  |
| **Form A: Bidders Checklist for Hard Copy Bids** |  I have read, completed, signed, and put my Form A in Tab 1, behind the transmittal letter.  |
| **Form B: Courier Daily Run Schedule** |  I have read, understood, and put my Form B in Tab 1, behind Form A. I explained in Tab 2 any assumptions or exceptions I have to anything in Form B.  |
| [**Form C: Department Terms and Conditions**](https://etf.wi.gov/sites/default/files/2021-02/Department%20Terms%20and%20Conditions%207.1.2020.docx) |  I have read and understand. I explained in Tab 2 any assumptions or exceptions I have to any part of Form C. I put Form C in Tab 1, behind Form B.  |
| **Form D: Bidder Form**Note: Although these clients shall serve as the primary references for purposes of this RFB, ETF specifically reserves the right to contact and visit any past clients for information about the Bidder’s performance under past and present contracts. ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references.Provide at least 3 references that can validate that the Bidder has two (2) or more years of experience providing courier services. References must be able to confirm this. Reference checks will be an important tool to verify that mandatory requirements are met, but are at ETF's option to decide which references to contact, if any. To fulfill this mandatory requirement of providing adequate references, the references must also be responsive to ETF’s inquiries. Bidders may be disqualified if references do not respond to ETF’s requests for information about the Bidder. It is the responsibility of the Bidder to ensure reference names, addresses, telephone numbers, and e-mail addresses remain current. If any subcontractors will be involved with this project, make sure the references provided are also involved in a similar arrangement and can speak to the quality of work for BOTH the Bidder and any subcontractors named on Form G. Note: All bidders have a continuing obligation to submit an updated FORM D – Bidder Required Form, Section 4 – Designation of Confidential and Proprietary Information if ETF requests additional information that the Bidder claims is confidential or proprietary up to the time of award. Merely designating submitted information “confidential” or “proprietary” is not sufficient. |  I have read, completed, signed, and put my Form D in Tab 1, behind Form C. If I listed any subcontractors on Form G, I provided references for them on Form D.  |
| **Form E: Cost Worksheet**The Department of Employee Trust Funds (ETF) is soliciting bids to contract with a single vendor to provide courier services. The contractor will provide courier service to deliver confidential financial documents between ETF’s offices at 4822 Madison Yards Way, Madison, WI, 53705-9100, and various downtown Madison locations. The services are to be provided each day Monday through Friday, except state holidays. There may be occasional additional deliveries. Bidders must provide pricing on the Form E – Cost Worksheet for the entire length of the Contract, including any optional renewals. There will be no price increases for the length of the Contract, including optional renewal periods. All resources necessary to meet the requirements are to be provided by the Bidder and included in the price indicated by Bidder on the Form E – Cost Worksheet. Gasoline surcharges won’t be considered. A bid conditioned on a possible floating gasoline surcharge will be grounds for disqualification. Parking expenses, or other additional costs not included on the Cost Sheet, shall not be accepted by the State any time during this Contract. Any cost decreases that are passed through to the Contractor, are required to be passed to the Dept. within thirty (30) days of the effective date of the cost decrease. Costs provided in Cost Worksheet shall NOT be redacted for confidentiality.Failure to provide a cost using the exact form provided in Form E may result in your bid being disqualified and rejected. The least cost responsible Bidder(s) that meet(s) all the mandatory requirements will be awarded a Contract. Reference checks will be an important tool to verify that mandatory requirements are met. The “Net Fixed Cost per Month Invoiced Monthly” will be the cost basis for award. The “Net Fixed Cost per Month Invoiced Monthly” includes the daily run on Form B: Courier Daily Schedule but not “Special Request” stops. ETF may negotiate the terms of the Contract, including the award amount, with the least cost responsible Bidder prior to entering a Contract. If Contract negotiations cannot be concluded successfully with the awarded Bidder(s), ETF may negotiate a Contract with the next least cost responsible Bidder(s) and so on until ETF completes successful negotiations. If the bidder believes additional pricing information would be helpful and benefit ETF in understanding the costs, provide the additional information after the Cost Worksheet. |  I have read, completed, signed, and put my Form E in Tab 1, behind Form D.  |
| **Form F: Draft Contract** |  I have read and put Form F in Tab 1, behind Form E. If I have any objections to executing this form, including Exhibit A, as a binding contract, I have included them in Tab 2 assumptions and exceptions.  |
| **Form G: Subcontractor/Author Information**Put the bid’s author on Form G. If it is the intention of the Bidder to subcontract any requirements under this RFB, put subcontractors on Form G also. Also make sure the references provided on Form D are in a similar arrangement with the Bidder and named subcontractor(s) and can speak to the quality of work for both entities. |  I have read, completed, signed, and put Form G in Tab 1, behind Form F.  |
| **Current W-9 (use** [**online IRS Form**](https://www.irs.gov/pub/irs-pdf/fw9.pdf)**)** |  I have read, completed, signed, and put my W-9 in Tab 1, behind Form G.  |
| **Assumptions and Exceptions:** Bidders are encouraged to submit any assumptions or exceptions during the Q and A process. Any assumption or exception listed must contain a rationale as to the basis. The Department will inform the Bidders which assumptions or exceptions would be acceptable in the Q and A responses when posted if so identified in the Q and A process. If, after the Q and A process, the Bidder has no assumptions or exceptions to any term, condition, RFB exhibit or form to specify, provide a statement to that effect as a response here. E.G. "The bidder accepts all Q and A answers and has no assumptions or exceptions to any term, condition, RFB exhibit or form." If a Bidder has assumptions or exceptions that persist or arise after the Q and A process, read on. All assumptions and exceptions that persist or arise after the Q and A process must be included in TAB 2. Follow these instructions:Clearly label each assumption and exception with one of the following: Section 3 Requirements - AssumptionSection 3 Requirements - Exception Form C Department Terms and Conditions - AssumptionForm C Department Terms and Conditions – ExceptionForm F Draft Contract – Assumption or ExceptionsRegardless of any proposed assumption or exception, the bid as presented must reflect all requirements under the Contract. If the Bidder cannot agree to a term or condition as written, the Bidder must make its specific required revision to the language of the provision by striking out words or inserting required language to the text of the provision. Any new text and deletions of original text must be clearly color coded or highlighted, which requires the Bidder’s response be created/printed in color. Bidder shall avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with substantively changed provisions. Wholesale substitutions of provisions shall not be made in lieu of strategic edits required to reflect Bidder-required modifications. The Bidder shall not submit its own contract document as a substitute for Form C. Immediately after a proposed revision, the Bidder shall add a concise explanation concerning the reason or rationale for the required revision. Such explanations shall be separate and distinct from the marked-up text and shall be bracketed, formatted in italics and preceded with the term “[Explanation:].”All provisions on which no changes are noted shall be assumed accepted by the Bidder as written and shall not be subject to further negotiation or change of any kind unless otherwise proposed by the Department. Submission of any standard Bidder contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the bid. An objection to terms or conditions without including proposed alternative language will be deemed to be an acceptance of the language as applicable. The Department reserves the right to negotiate contractual terms and conditions when it is in the best interest of the State of Wisconsin to do so. Exceptions to the Contract terms and conditions may be considered during Contract negotiations if it is beneficial to the Department. The Department may or may not consider any of the Bidder’s suggested revisions. The Department reserves the right to reject any proposed assumptions or exceptions. |  I have completed this task. |
| **Response to Section 3** Provide a point-by-point response and each-and-every piece of information called for in Section 3 Requirements. Use the same headings and numbering system as Section 3 Requirements and address each point in Section 3 Requirements. Format the original ETF-authored text so that it looks different from the response. For example, put the ETF-authored text in bold.The Bidder’s services must be able to be performed according to the requirements contained in this RFB. All resources necessary to meet the requirements are to be provided by the Bidder and included in the price indicated by Bidder on the Form E – Cost Worksheet. The Bidder must provide enough detail in its response to allow the Department to understand how the Bidder will comply with each requirement. The Bidder’s response to each item in Section 3 is mandatory and shall reside in Bid TAB 3 for hard copy or attached to the Response to Section 3 Requirements bid factor in eSupplier for eSupplier bid responses. **Failure to comply with one or more of the mandatory requirements in 3.1 Mandatory Requirements may disqualify a Bid. A response to each item in 3.1 Mandatory Requirements IS a mandatory requirement, and failure to respond with either “agree” or “disagree” to everything listed may result in a Bid being rejected.** If a Bidder cannot agree to each item listed in 3.1, the Bidder must so specify in the eSupplier Assumptions and Exceptions bid factor (or in TAB 2 if doing a hard copy response), and ETF may consider the issue. Even if so addressed, a “disagree” to a mandatory requirement may still result in a Bid being rejected. |  I have completed this task.  |

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| Company Name: |       |
|  |  |  |
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|       |  |  |
| Printed Name of Authorized Representative |  |  |
|  |  |  |
|  |  |       |
| Signature of Authorized Representative |  | Date |

FORM B - Courier Daily Run Schedule

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Time** | **10 AM****DOA** | **10:30 AM****ETF** | **1:15 PM****DOA** | **1:45 PM****ETF** | **2:15 PM****DOA** |
| **10:00 a.m. DOA Morning Pickup****10:30 a.m. Arrive at ETF****1:15 p.m. DOA Drop-off and Pick-up****Arrive at ETF at 1:45 p.m. (or earlier if possible)****Return to DOA by 2:15 p.m. if have items to deliver** | **DOA Bldg. 101 E Wilson St. 5th Floor, Rm 517A**Pick up materials for ETF at DOA building as noted below. **DOA Finance** Pick up materials on the 5th floor in room 517A. In the room you will find a mail station with slots for each state agency. **DOA Central Payroll** Pick up materials on the 5th floor in room 517A**Office of State Treasurer** Pick up inter-departmental envelopes on 5th floor in letter tray. Pick up any deliveries for ETF in letter slot marked ETF515.  | **ETF – Building Dock 4822 Madison Yards Way Madison, WI 53705-9100**Drop off materials to ETF staff at 4822 Madison Yards Way Dock. Pick up materials from ETF staff to drop off at DOA. | **DOA Bldg. 101 E Wilson St. 5th Floor, Rm 517A**Drop off items in the bin marked “State Controller Drop Off.” Pick up materials as noted below. **DOA Finance** Pick up materials on the 5th floor in room 517A. In the room you will find a mail station with slots for each state agency. **DOA Central Payroll** Pick up materials on the 5th floor in room 517A**Office of State Treasurer** Pick up inter-departmental envelopes on 5th floor in letter tray. Pick up any deliveries for ETF in letter slot marked ETF515.  | **ETF – Building Dock 4822 Madison Yards Way Madison, WI 53705-9100**Drop off materials to ETF staff at 4822 Madison Yards Way Dock. Pick up materials from ETF staff to drop off at DOA. | **DOA Bldg. 101 E Wilson St. 5th Floor Rm 517A****DOA Finance** Drop off the “Finance” deliveries in the bin marked “State Controller Drop Off”**DOA Central Payroll**Drop off deliveries in the bin marked “State Controller Drop Off.” **Office of State Treasurer** Drop off inter-d envelopes in bin marked “State Controller Drop Off.” **End of Run --****Do not keep any materials in possession overnight.** |
| **Time** | **First Stop** | **Tasks** | **Run Stops** | **Tasks** | **Last Stop** |
| **“Special Request” Stops** -Not part of the “Fixed Cost per Month Invoiced Monthly”-Addresses are subject to change | ETF – Building Dock 4822 Madison Yards Way Madison, WI 53705-9100 | Pick up materials to be delivered to drops listed under Run Stops, when requested. |  DOA Print - Computer Center 2310 Darwin Road Madison, WI  53704-3108 DOA InfoTech DOA Bldg. 101 E Wilson St 4th Floor Receptionist Desk | DOA Print-Computer Center – drop off materials marked for delivery. DOA InfoTech. Drop off only. Take materials to receptionist desk on 4th Floor.  | Bring any deliveries picked up to ETF. |

Form C - Department Terms and Conditions

Rev. Date: 07-01-2020

[https://etf.wi.gov/sites/default/files/202102/Department%20Terms%20and%20Conditions%207.1.2020.docx](https://etf.wi.gov/sites/default/files/2021-02/Department%20Terms%20and%20Conditions%207.1.2020.docx)

Form D - Bidder Required Form

|  |  |  |
| --- | --- | --- |
| State of WisconsinDepartment of AdministrationDOA-3832 (c01/2018)S. 16.72 Wis. Stats |  | State Bureau of Procurement101 East Wilson Street, 6th FloorP. O. Box 7867Madison, WI 53707-7867 |

**Instructions:** Bidder is required to complete all sections of this form.

|  |  |  |
| --- | --- | --- |
| Agency Name**Wisconsin Department of Employee Trust Funds** | Solicitation Title**Courier Services** | Solicitation Reference Number**ETB0050** |

|  |
| --- |
| **Section 1: Bidder Information** |
| Bidder/Proposer Company Name:  | E-Mail Address: |
|       |       |
| Phone Number:      | Toll Free Phone:      | Fax:      |
| Address:      |
| City: | State:       | Zip:       |
|       |  |  |
| **Mailing Address for Purchase Orders (if different than above)** |
| Address:      |
| City:      | State:       | Zip:       |
|  |
| **Section 2: Bidder Contacts**List the name and title of the person to contact for questions related to each of the topics below: |
| **Topic** | **E-Mail Address**  | **Phone** |
| Bid/Proposal      |       |       |
| Affirmative Action Plan      |       |       |
| Orders and billing       |       |       |

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| **Section 3: Bidder Reference**Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used 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 (including City, State, Zip):      |
| Contact Person:      | E-Mail Address:      | Phone:      |
| List Product(s) and/or Service(s) Used:      |
| **Company Name:**       |
| Address (including City, State, Zip):      |
| Contact Person:      | E-Mail Address:      | Phone:      |
| List Product(s) and/or Service(s) Used:      |
| **Company Name:**       |
| Address (including City, State, Zip):      |
| Contact Person:      | E-Mail Address:      | Phone:      |
| List Product(s) and/or Service(s) Used:      |
| **Company Name:**       |
| Address (including City, State, Zip):      |
| Contact Person:      | E-Mail Address:      | Phone:      |
| List Product(s) and/or Service(s) Used:      |
|  |
| **Section 4: Designation of Confidential and Proprietary Information**The attached material submitted in response to this bid/proposal 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 |
|        |       |       |
|        |       |       |
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| Using the boxes below, indicate your agreement with the following statements:[ ]  [ ]  In the event the designation of confidentiality of this information is challenged, the bidder/proposer 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.[ ]  The state considers other markings of confidential in the bid/proposal document to be insufficient. The bidder/proposer agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above. |

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| **Section 5: Bidder Agreement: Wisconsin’s Cooperative Purchasing Service**Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.Interested municipalities:* Will contact the contractor directly to place orders referencing the state agency contract number; and
* Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases. Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor’s decision on participating in these services has no effect on awarding this contract.Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.[ ]  I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.[ ]  I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.A vendor in the service may specify a minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities. Special Conditions (if applicable):      |

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| **Section 6: Bidder Identification (Check all that apply)** |
| [ ]  We claim minority bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.** |
| [ ]  We claim disabled veteran owned business bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (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, WI 53703, (608) 266-5462. |

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| **Section 7: Bidder Certifications** |
| Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extend in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. [ ]  Yes [ ]  No [ ]  Unknown |
| [ ]  We 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 certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination. |
| [ ]  We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid. |

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| **Section 8: Bidder Signature**  |
| Name of Authorized Company Representative:       | Title:      | Phone:      | Fax:      |
| Signature of Above | Date:      | Email:      |

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

FORM E - Cost Worksheet

**Instructions:** The Department of Employee Trust Funds (ETF) is soliciting bids to contract with a single vendor to provide courier services. The contractor will provide courier service to deliver confidential financial documents between ETF’s offices at 4822 Madison Yards Way, Madison, WI, 53705-9100, and various downtown Madison locations. The services are to be provided each day Monday through Friday, except state holidays. There may be occasional additional deliveries. Bidders must provide pricing on the Form E – Cost Worksheet for the entire length of the Contract, including any optional renewals. There will be no price increases for the length of the Contract, including optional renewal periods. All resources necessary to meet the requirements are to be provided by the Bidder and included in the price indicated by Bidder on the Form E – Cost Worksheet. Gasoline surcharges won’t be considered. A bid conditioned on a possible floating gasoline surcharge will be grounds for disqualification. Parking expenses, or other additional costs not included on the Cost Sheet, shall not be accepted by the State any time during this Contract. Any cost decreases that are passed through to the Contractor, are required to be passed to the Dept. within thirty (30) days of the effective date of the cost decrease. Costs provided in Cost Worksheet shall NOT be redacted for confidentiality. Failure to provide a cost using the exact form provided in Form E may result in your bid being disqualified and rejected. The least cost responsible Bidder(s) that meet(s) all the mandatory requirements will be awarded a Contract. Reference checks will be an important tool to verify that mandatory requirements are met. The “Net Fixed Cost per Month Invoiced Monthly” will be the cost basis for award. The “Net Fixed Cost per Month Invoiced Monthly” includes the daily run on Form B: Courier Daily Schedule but not “Special Request” stops. ETF may negotiate the terms of the Contract, including the award amount, with the least cost responsible Bidder prior to entering a Contract. If Contract negotiations cannot be concluded successfully with the awarded Bidder(s), ETF may negotiate a Contract with the next least cost responsible Bidder(s) and so on until ETF completes successful negotiations. If the bidder believes additional pricing information would be helpful and benefit ETF in understanding the costs, provide the additional information after the Cost Worksheet.

|  |  |
| --- | --- |
| **Company Name:** | **Date:** |
| **Authorized Person:** | **Phone:** |
| **Title:** | Signature: |

### Bidder will extend the same pricing to other Wisconsin government agencies.

|  |  |
| --- | --- |
| **Agree** | **Disagree** |
| [ ]  | [ ]  |

**Fixed Cost per Month Invoiced Monthly** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(**Payment within thirty (30) days of receipt of invoice)

(Includes daily run but not “Special Request” stops)

Discount for payment within less than thirty (30) days of receipt of invoice (\_\_\_\_\_ % net\_\_\_\_\_)

**Net Fixed Cost per Month Invoiced Monthly**: **Your Bid $ \_\_\_\_\_\_\_\_\_\_\_\_\_**

Additional charges for changes/reductions to this bid may be based on the following:

* Flat rate for new additional deliveries within the same parameters of current services and geographic area, including “Special Request” stops. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Hourly rate for services of one person and mode of transport. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Quarter hour minimum increments)

 Based on a per mile rate of: $\_\_\_\_\_\_\_\_ per mile

|  |  |  |
| --- | --- | --- |
|   |  | Department of Employee Trust Funds4822 Madison Yards Way, 8th Floor P. O. Box 7931Madison, WI 53707-7931 |

Form F - Draft Contract

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| --- | --- |
| **Commodity or Service:** **Courier Services** | **Contract No./Request for Bid/Proposal No:** **RFB ETB0050**  |
| **Contract Period:** March 1, 2022 – February 28, 2023, with the option of four, one-year renewals**Cost: XXX** |

1. This Contract is entered into by and between the State of Wisconsin Department of Employee Trust Funds (“ETF”) and XXX (“Contractor”) whose address and principal officer appear below. ETF is the sole point of contact for this Contract. All references to the “Department,” “ETF,” “State of Wisconsin,” or “State” in any term, condition, or specification shall have the same authority as one entity.
2. ETF agrees to direct the purchase and Contractor agrees to supply the services described in ETF’s RFB ETB0050 Courier Services with the release date of February 1, 2022, in accordance with the Department Terms and Conditions (listed below).
3. For purposes of administering this Contract, the following documents are hereby incorporated under this Contract by reference, and the order of precedence shall be as follows:

(a) This Contract with XXX with payment schedule as follows:

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| --- | --- | --- |
| **Description** | **Schedule** | **Invoice Total** |
|  |  |  |

(b) RFB ETB0050 Courier Services, with the release date of February 1, 2022, including Department Terms and Conditions, revised 07-01-2020;

(c) XXX’s response to RFB ETB0050, signed February XX, 2022; and,

(d) [Exhibit A](https://etf.wi.gov/sites/default/files/2022-02/Exhibit%20A%20-%20Confidentiality%20Agreement.pdf) – Contracted Personnel - Confidentiality and Inventions Agreement – signed by each person from XXX who will be working with ETF on this project, including (List Names).

**Contract:** **ETB0050 – Courier Services**

The parties agree to the terms and conditions set forth herein:

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| **State of Wisconsin****Department of Employee Trust Funds** |  | **XXX** |
| **Address:**4822 Madison Yards Way, 8th FloorP.O. Box 7931Madison, WI 53707-7931 |  | **Address:** |
|  |  | Taxpayer ID Number (for payment purposes): |
|  |  |  |
| **By (print the name of person authorized to legally sign this document and bind the agency):**  |  | **By (print the name of person authorized to legally sign this document and bind the entity):** |
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| **Title (print title of person named above):**  |  | **Title (print title of person named above):**  |
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| --- | --- | --- |
| Signature: |  | Signature: |
|  |  |  |
| Date: |  | Date:  |
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Form G – Subcontractor/Author information

None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals, or other such entity without the prior written consent of ETF. The determination of whether such consent will be provided shall be within the sole discretion of ETF. No subcontract or delegation shall relieve or discharge the Contractor from any obligation to meet deliverables, stated time frames or from liability under the Contract.

**Instructions:**

1. Provide a list of all subcontractors, consultants and suppliers (including subsidiaries) that will provide services, products, content, work and supplies as part of the project described in the RFB, using the table below. Add additional copies of this form as necessary.
2. Provide a list of all persons who contributed to authoring the Bid.
3. Print company name.
4. Print the name of the representative signing this form (must be authorized to legally bind the company).
5. Sign the form.
6. Date the form.
7. Include the form with Bid within Tab 1 if hard copy bid, or attach the form electronically in eSupplier to its bid factor.

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| **Name and Title of Subcontractor, Consultant, Supplier, Bid Author** | **Address and Phone Number** | **Work/Service/Product/Content to be Performed/Supplied** |
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| Authorized Signature |  | Date |