



Department of Employee Trust Funds
 4822 Madison Yards Way, 8th Floor
 P. O. Box 7931
 Madison, WI 53707-7931

Contract

Commodity or Service:

Contract No./Request for Bid/Proposal No:

Courier Services

ETB0050

Contract Period: March 1, 2022 – February 28, 2023, with the option of four, one-year renewals

Cost: \$818.50/month for [Form B: Courier Daily Schedule](#), but not “Special Request” stops, based on Cost Sheet “Additional charges for changes/reductions to this bid” rates

1. This Contract is entered into by and between the State of Wisconsin Department of Employee Trust Funds (“ETF”) and CS Logistics, Inc. (“Contractor”) whose address and principal officer appear below. 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 for Courier Services, with the release date of February 1, 2022, in accordance with the Department Terms and Conditions (listed below).
3. CS Logistics, Inc. must be responsible for all wages, Federal and State Withholding taxes, FICA and Worker’s Compensation Insurance for its employees.
4. For purposes of administering this Contract, the following documents are hereby incorporated into this Contract by reference, and the order of precedence shall be as follows:
 - (a) This Contract with CS Logistics, Inc.
 - (b) RFB ETB0050 for Courier Services, with the release date of February 1, 2022, including Department Terms and Conditions, revised 07-01-2020, and RFB ETB0050 Questions and Answers.
 - (c) CS Logistics, Inc. response to RFB ETB0050, signed February 21, 2022; and,
 - (d) [Exhibit A](#) – Contracted Personnel - Confidentiality and Inventions Agreement – signed by each person from CS Logistics who will be working with ETF on this account, including Bryce Hass.

Contract: ETB0050 – Courier Services


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


State of Wisconsin Department of Employee Trust Funds
Address: 4822 Madison Yards Way, 8 th Floor P.O. Box 7931 Madison, WI 53707-7931
By (print the name of person authorized to legally sign this document and bind the agency):

CS Logistics, Inc.
Address: 11001 West Mitchell Street Milwaukee, WI 53214
Taxpayer ID Number (for payment purposes): ██████████
By (print the name of person authorized to legally sign this document and bind the entity):

Pamela S. Henning
Title (print title of person named above):
Assistant Deputy Secretary

Steven S. Kreinz
Title (print title of person named above):
VP

Signature: 
Date: 3/2/2022

Signature: 
Date: 3/1/2022

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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1 GENERAL INFORMATION

1.1 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.

1.2 CURRENT STATE AND BACKGROUND

Please refer to this [schedule](#). 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.

1.3 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.

1.4 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.

1.5 CLARIFICATION OF THE SPECIFICATIONS AND REQUIREMENTS

Bidders must submit all questions concerning this RFB via eSupplier or e-mail to ETF SMBProcurement@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.

1.6 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.

1.7 REASONABLE ACCOMMODATIONS

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

1.8 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

DATE	EVENT
March 1, 2022	Contract Start Date

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

1.9 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.

1.10 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.

1.11 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.

1.12 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

1.13 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.

1.14 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.

1.15 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.

1.16 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**

<u>Express delivery</u>	<u>United States Postal Service delivery</u>
Dept. of Employee Trust Funds Kristen Schipper – Purchasing Agent RFB ETB0050 Hill Farms State Office Building (HFSOB) 8th Floor North Tower (Visitor’s Entrance) 4822 Madison Yards Way Madison, WI 53705-9100	Dept. of Employee Trust Funds Kristen Schipper – Purchasing Agent RFB ETB0050 P.O. Box 7931 Madison, 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 ETF SMBProcurement@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.

1.17 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:

- I. Name, signature and title of Bidder's authorized representative;
- II. Name and address of company;
- III. Telephone number and e-mail address of representatives who will be providing services under this RFB;
- IV. RFB number and title: ETB0050 Courier Services;
- V. Number of employees (if less than 50); and,
- VI. 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.

1.18 MULTIPLE BIDS

Multiple bids from a Bidder are not permissible.

1.19 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.

1.20 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.

2 BID SELECTION AND AWARD PROCESS

2.1 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.

2.2 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.

2.3 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).

2.4 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.

2.5 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.

2.6 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.

2.7 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 ETF SMBProcurementAppeals@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 ETF SMBProcurementAppeals@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](#). 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](#). 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.

4.1 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.

4.2 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).

<p>Front Cover: Create a front cover for your bid with your company's name, the bid title, and the bid due date.</p>	<input type="checkbox"/> I have completed this task.
<p>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.</p>	<input type="checkbox"/> I have completed this task.
<p>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:</p> <ol style="list-style-type: none"> I. Name, signature and title of bidder's authorized representative; II. Name and address of company; III. Telephone number and e-mail address of representatives who will be providing services under this RFB; IV. RFB number and title: RFB ETB0050 Courier Services; V. Number of employees (if less than 50); and, VI. Executive Summary. 	<input type="checkbox"/> I have created, signed, and put my transmittal letter in Tab 1.
<p>Form A: Bidders Checklist for Hard Copy Bids</p>	<input type="checkbox"/> I have read, completed, signed, and put my Form A in Tab 1, behind the transmittal letter.
<p>Form B: Courier Daily Run Schedule</p>	<input type="checkbox"/> 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.
<p><u>Form C: Department Terms and Conditions</u></p>	<input type="checkbox"/> 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.

I have read, completed, signed, and put my Form E in Tab 1, behind Form D.

<p>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.</p> <p>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.</p> <p>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.</p>	
<p>Form F: Draft Contract</p>	<p><input type="checkbox"/> 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.</p>
<p>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.</p>	<p><input type="checkbox"/> I have read, completed, signed, and put Form G in Tab 1, behind Form F.</p>
<p>Current W-9 (use online IRS Form)</p>	<p><input type="checkbox"/> I have read, completed, signed, and put my W-9 in Tab 1, behind Form G.</p>
<p>Assumptions and Exceptions:</p> <p>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.</p> <p>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.</p> <p>All assumptions and exceptions that persist or arise after the Q and A process must be included in TAB 2. Follow these instructions:</p>	<p><input type="checkbox"/> I have completed this task.</p>

<p>Clearly label each assumption and exception with one of the following:</p> <ul style="list-style-type: none"> 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 Exceptions <p><u>Regardless of any proposed assumption or exception, the bid as presented must reflect all requirements under the Contract.</u> 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.</p>	
<p>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.</p> <p>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</p>	<p><input type="checkbox"/> I have completed this task.</p>

<p>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.</p> <p>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.</p>	
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Company Name: _____	
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	DOA Bldg. 101 E Wilson St. 5 th Floor, Rm 517A Pick up materials for ETF at DOA building as noted below.	ETF – Building Dock 4822 Madison Yards Way Madison, WI 53705-9100	DOA Bldg. 101 E Wilson St. 5 th Floor, Rm 517A Drop off items in the bin marked “State Controller Drop Off.” Pick up materials as noted below.	ETF – Building Dock 4822 Madison Yards Way Madison, WI 53705-9100	DOA Bldg. 101 E Wilson St. 5 th Floor Rm 517A DOA Finance Drop off the “Finance” deliveries in the bin marked “State Controller Drop Off”
1:15 p.m. DOA Drop-off and Pick-up	DOA Finance Pick up materials on the 5 th floor in room 517A. In the room you will find a mail station with slots for each state agency.	Drop off materials to ETF staff at 4822 Madison Yards Way Dock. Pick up materials from ETF staff to drop off at DOA.	DOA Finance Pick up materials on the 5 th floor in room 517A. In the room you will find a mail station with slots for each state agency.	Drop off materials to ETF staff at 4822 Madison Yards Way Dock. Pick up materials from ETF staff to drop off at DOA.	DOA Central Payroll Drop off deliveries in the bin marked “State Controller Drop Off.”
Arrive at ETF at 1:45 p.m. (or earlier if possible)	DOA Central Payroll Pick up materials on the 5 th floor in room 517A				Office of State Treasurer Drop off inter-d envelopes in bin marked “State Controller Drop Off.”
Return to DOA by 2:15 p.m. if have items to deliver	Office of State Treasurer Pick up inter-departmental envelopes on 5 th floor in letter tray. Pick up any deliveries for ETF in letter slot marked ETF515.		Office of State Treasurer Pick up inter-departmental envelopes on 5 th floor in letter tray. Pick up any		End of Run -- <u>Do not keep any materials in possession overnight.</u>

Time	First Stop	Tasks	Run Stops	Tasks	Last Stop
<p>“Special Request” Stops</p> <ul style="list-style-type: none"> -Not part of the “Fixed Cost per Month Invoiced Monthly” -Addresses are subject to change 	<p>ETF – Building Dock 4822 Madison Yards Way Madison, WI 53705-9100</p>	<p>Pick up materials to be delivered to drops listed under Run Stops, when requested.</p>	<p>DOA Print - Computer Center 2310 Darwin Road Madison, WI 53704-3108</p> <p>DOA InfoTech DOA Bldg. 101 E Wilson St 4th Floor Receptionist Desk</p>	<p>DOA Print-Computer Center – drop off materials marked for delivery.</p> <p>DOA InfoTech. Drop off only. Take materials to receptionist desk on 4th Floor.</p>	<p>Bring any deliveries picked up to ETF.</p>

FORM C - DEPARTMENT TERMS AND CONDITIONS

Rev. Date: 07-01-2020

<https://ef.wi.gov/sites/default/files/202102/Department%20Terms%20and%20Conditions%207.1.2020.docx>

FORM D - BIDDER REQUIRED FORM

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DOA-3832 (C01/2018)
S. 16.72 WIS. STATS



STATE BUREAU OF PROCUREMENT
101 EAST WILSON STREET, 6TH FLOOR
P. O. BOX 7867
MADISON, 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
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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		

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

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.

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):

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.

Section 7: Bidder Certifications

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are 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.

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 F - DRAFT CONTRACT

Commodity or Service:

Contract No./Request for Bid/Proposal No:

Courier Services

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:

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 – 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:

State of Wisconsin Department of Employee Trust Funds
Address:

XXX
Address:

4822 Madison Yards Way, 8 th Floor P.O. Box 7931 Madison, WI 53707-7931
By (print the name of person authorized to legally sign this document and bind the agency):
Title (print title of person named above):

Taxpayer ID Number (for payment purposes):
By (print the name of person authorized to legally sign this document and bind the entity):
Title (print title of person named above):

Signature:
Date:

Signature:
Date:

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.

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

Company Name: _____
Authorized Printed Name _____
Authorized Signature _____ Date _____



Department of Employee Trust Funds

P.O. Box 7931
Madison, WI 53707-7931

ETB0050

Questions and Answers

Q #	RFP Section	RFP Page	Question/Rationale	Department Answer
Q1		Page 29-30.	Is this required to be a dedicated route (i.e. no other stops between the stops listed)? Or can this be combined with another route?	The courier can have stops in between, but the times of the pick ups and deliveries must be adhered to as provided in the FORM B - Courier Daily Run Schedule.
Q2			Who is currently performing this work?	CS Logistics. Information about the current contract can be found here: https://etfonline.wi.gov/etf/internet/RFP/courier2019/index.html



Bid Responses

Business Unit: 51500
RFB - Courier Services

Event Number: 12143

BID RESPONSES

1 Transmittal Letter

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. Note only one (1) attachment can be uploaded here. Include in the letter:

- I. Name, signature and title of bidder's authorized representative;
- II. Name and address of company;
- III. Telephone number and e-mail address of representatives who will be providing services under this RFB;
- IV. RFB number and title: RFB ETB0050 Courier Services;
- V. Number of employees (if less than 50); and,
- VI. Executive Summary.

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Attachment

2 Form B: Courier Daily Run Schedule



Bid Responses

Business Unit: 51500
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I have reviewed Form B: Courier Daily Run Schedule and have no assumptions or exceptions. Note: If there are questions, assumptions or exceptions related to Form B, ask them during the Q and A. If a Bidder has assumptions or exceptions that persist or arise after the Q and A process, respond "No" and refer to the Assumptions and Exceptions bid factor for further instructions.

YES __

NO __

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Yes

3 Form C: Department Terms and Conditions

I have reviewed [Form C: Department Terms and Conditions](#) and have no assumptions or exceptions. Note: If there are questions, assumptions or exceptions related to Form C, ask them during the Q and A. If a Bidder has assumptions or exceptions that persist or arise after the Q and A process, respond "No" and refer to the Assumptions and Exceptions bid factor for further instructions.

YES __

NO __

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Yes



Bid Responses

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4 Form D: Bidder Form



Bid Responses

Business Unit: 51500
RFB - Courier Services

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Download the Form D: Bidder Form from Supporting Documents, complete it, and attach it here. Note only one (1) attachment can be uploaded here.

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.



Bid Responses

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BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Attachment

5 Form E: Cost Worksheet



Bid Responses

Business Unit: 51500
RFB - Courier Services

Event Number: 12143

Download the Form E: Cost Worksheet from Supporting Documents, complete it, and attach it here. Note only one (1) attachment can be uploaded here.

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.



Bid Responses

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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.

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Attachment



Bid Responses

Business Unit: 51500
RFB - Courier Services

Event Number: 12143

6 Form F: Draft Contract

I have reviewed Form F: Draft Contract, including Exhibit A, and have no assumptions or exceptions. Note: If there are questions, assumptions or exceptions related to Form F, ask them during the Q and A. If a Bidder has assumptions or exceptions that persist or arise after the Q and A process, respond "No" and refer to the Assumptions and Exceptions bid factor for further instructions.

YES __

NO __

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Yes

7 Form G: Subcontractor/Author Information

Download the Form G: Subcontractor/Author Information from Supporting Documents, complete it, and attach it here. Note only one (1) attachment can be uploaded here.

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.

BID RESPONSES



Bid Responses

Business Unit: 51500
RFB - Courier Services

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Bidder 0000000722 - CS Logistics, Inc.

Attachment

8 W-9

Download the W-9 from the IRS website at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>, complete it, and attach it here.

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Attachment

9 Assumptions and Exceptions



Bid Responses

Business Unit: 51500
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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 here as a response to this bid factor. Follow these instructions:

Clearly label each assumption and exception with one of the following:

- 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 Exceptions

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



Bid Responses

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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.



Bid Responses

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BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Attachment

10 Response to Section 3 Requirements



Bid Responses

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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.

BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.



Bid Responses

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Attachment

11 Redactions



Bid Responses

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If any materials are designated per Section 4 of Form D as "Confidential or Proprietary," a redacted version of all such materials must be created and attached here. Details:

- Costs provided in the Form E - Cost Worksheet shall NOT be listed on Section 4 of Form D, or redacted. Other materials must both be listed on Section 4 of Form D as "Confidential or Proprietary," and included here with a redacted version.

- Put all redacted material into one file and attach that file here titled: "REDACTIONS." ** Don't overwrite your own file by trying to upload more than one file. Only one (1) attachment can be uploaded here, so all redactions to different parts of the response (if you need to attach more than one redacted document form or response) must all be put in the same file.

- Redact only material the Bidder authored. For example, do not redact the questions 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.

- 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



Bid Responses

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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 original file being redacted, which means the file creator will need to stop and start paginations throughout to mimic the original file, if there are multiple documents or forms included in the redaction file.

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BID RESPONSES

Bidder 0000000722 - CS Logistics, Inc.

Attachment



Bid Responses

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Award Workbench Comments

Award Header Comments

None

Award Detail Comments

Bidder Id	Bidder Name	Award Detail Comments
0000000722	CS Logistics, Inc.	None



-
- I. [REDACTED] of bidder's authorized representative – Bryce Hass,
[REDACTED], General Manager
[REDACTED]
 - II. Name and address of company – CS Logistics, Inc., 11001 W Mitchell Street,
Milwaukee, WI 53214
 - III. Telephone number and e-mail address of representatives who will be providing
services under this RFB – Bryce Hass, bryceh@cslog.com
 - IV. RFB number and title: RFB ETB0050 Courier Services
 - V. Number of employees (if less than 50); Over 100
 - VI. Executive Summary – CS Logistics was incorporated in 1998 and starting delivering
cancelled checks for the banking community with 10 drivers. We have grown to over
100 employees doing work for over 500 customers that include small packages to
trucking. Our technology is state of the art and we have offices in Milwaukee and
Madison.

414.774.6322
11001 W. Mitchell Street
Milwaukee, WI 53214

608.310.6966
3012 Progress Road
Madison, WI 53716

FORM D - BIDDER REQUIRED FORM

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DOA-3832 (C01/2018)
S. 16.72 WIS. STATS



STATE BUREAU OF PROCUREMENT
101 EAST WILSON STREET, 6TH FLOOR
P. O. BOX 7867
MADISON, 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
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Section 1: Bidder Information		
Bidder/Proposer Company Name: CS Logistics, Inc.		E-Mail Address: bryceh@cslog.com
Phone Number: 414.774.6322	Toll Free Phone:	Fax:
Address: 11001 W Mitchell Street		
City: Milwaukee	State: WI	Zip: 53214
Mailing Address for Purchase Orders (if different than above)		
Address: N/A		
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 bryceh@cslog.com	SAA	SAA
Affirmative Action Plan SAA	SAA	SAA
Orders and billing SAA	SAA	SAA

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: Wisconsin DOT (1299)

Address (including City, State, Zip): 141 NW Bartow Street, Waukesha, WI 53188		
Contact Person: Sandy Reed	E-Mail Address: Sandra.reed@dot.wi.gov	Phone: 262.548.5662
List Product(s) and/or Service(s) Used: Service, mail runs		
Company Name: Wisconsin Medical Society (3316)		
Address (including City, State, Zip): 2450 Rimrock Road, Suite 101, Madison, WI 53713		
Contact Person: Lori Sherman	E-Mail Address: lori.sherman@wismed.org	Phone: 608.442.3713
List Product(s) and/or Service(s) Used: Inter office mail and services		
Company Name: Wisconsin Department of Safety & Professional Services (324)		
Address (including City, State, Zip): 1400 E. Washington Avenue, Madison, WI 53703		
Contact Person: Bev Haberman	E-Mail Address: Bev.haberman@drl.state.wi.us	Phone: 608.261.4480
List Product(s) and/or Service(s) Used: Mail services		
Company Name: ETF Presently doing the work		
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		
<p>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.</p> <p>Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>We request that the following pages not be released:</p>		

Section	Page #	Topic

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.

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):

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.

Section 7: Bidder Certifications

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are 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.

Section 8: Bidder Signature

Name of Authorized Company Representative: Steven S. Kreinz	Title: VP	Phone: 414.774.6322	Fax:
Signature of Above	Date: 2/7/22	Email: Stevek@cslog.com	

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: CS Logistics, Inc.

Date: 2/21/22

Authorized Person: Steven Kreinz

Phone: 414.774.6322

Title: VP

Signature: [REDACTED]

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

Agree Disagree

x

Fixed Cost per Month Invoiced Monthly	<u>\$409.25</u>
(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	<u>\$409.25</u>

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. \$ 20
- Hourly rate for services of one person and mode of transport. \$ 25
(Quarter hour minimum increments)

Based on a per mile rate of: \$.95 per
mile

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.

Name and Title of Subcontractor, Consultant, Supplier, Bid Author	Address and Phone Number	Work/Service/Product/Content to be Performed/Supplied
N/A		

Company Name:	CS Logistics, Inc.	
Steven S. Kreniz		
Authorized Printed Name		2/7/22
Autho		Date

3.1 MANDATORY REQUIREMENTS CS LOGISTICS COMPLIES WITH THE MANDATORY REQUIREMENTS AND WE ARE PRESENTLY DOING THE WORK

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 or 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](#). 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](#). 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 **110 employees that include office and drivers**
- number of offices and locations **2 offices, Madison and Milwaukee**
- the location(s) of the office(s) from which the work on this project is to be performed **Madison**
- primary business **courier work, same day, asap**
- other business or services **trucking and consulting**
- type of organization (franchise, corporation, partnership, etc.) **S-Corp**
- number and type of clients **Over 500 that ranges from small packages such and delivery of checks, to furnaces for trucking and anything else that makes sense for CS Logistics and the employees**
- experience and capabilities in providing services similar to this bid **presently doing work (100%), and**
- what Bidder believes are its strengths regarding Bidder's client services **communication with our customers and honesty from our employees** and what distinguishes Bidder's company from its competitors **provide exceptional service with a fair price that will provide income to our staff.**

2. Name the Bidder's staff person who will act as ETF's main contact and relationship manager **Bryce Hass-General Manager**. This person must be available for meetings with ETF staff. **Yes, he will**

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. **N/A**

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. **Please check the reference section.**

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. **N/A**

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:

CS Logistics has no assumptions of exceptions.



ETB0050 Exhibit A CONTRACTED PERSONNEL CONFIDENTIALITY AGREEMENT

Directions to Supplier Company:

Per RFP ETB0050 incorporated by reference into Supplier Company's contract with ETF, Supplier Company is to:

1. Have Contracted Personnel review and sign this Exhibit A.
2. Supplier Company's legal representative is to sign this Exhibit A.
3. Finally, Supplier Company is to return the final countersigned Exhibit A to ETF before the Contracted Personnel's starts working with ETF.

Definitions:

Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

"Authorized User" means any State agency, University of Wisconsin campus, or other public body authorized to use this contract. The terms "Authorized User" and "State" and "State of Wisconsin" and "Department of Employee Trust Funds (ETF)" are used interchangeably. Any Authorized User who piggybacks on this contract and employs this form shall be granted the same rights and responsibilities in their respective engagement(s) as ETF is accorded with its engagements.

"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 ETF or a third party owns the information, which satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) non- public information related to ETF's employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) information expressly designated as confidential in writing by ETF. Confidential information includes all information that is restricted or prohibited from disclosure by state or federal law.

"Contracted Personnel" means a Supplier Company's employees or other personnel (including officers, agents, and subcontractors) provided by the Supplier Company specifically to render Services under an Engagement. For the purposes of this Agreement, the terms "Worker" and "Contracted Personnel" are interchangeable.

"Engagement" means the provision of Services to ETF upon the assignment of Contracted Personnel

for work at ETF.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or ETF identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; and (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

"Proprietary Information" means all information that has been created, discovered, developed or otherwise become known to ETF or any of its related entities, (including, without limitation, information created, discovered, developed or made known to Contracted Personnel during association with ETF). Thus, such Proprietary Information includes, but is not limited to, contracts, customers, employee and referral source lists and addresses, information about employees and employee relations, training manuals and procedures, recruitment methods and practices, other information about customers and referral sources, pricing, costs and expenses, budgets, business proposals, financial information, product development information, computer programs, hardware and software, and any other information relating to the Wisconsin Department of Employee Trust Funds and its operations, products, business and financial affairs.

“Supplier Company” means the company holding a contract to provide services to ETF.

This Worker (Contracted Personnel) Agreement (the “Agreement”) is made this <date> by and among <worker’s name>, an individual (“Contracted Personnel”), and <company name>, Contracted Personnel’s Supplier Company.

WHEREAS, Supplier Company has contracted with ETF for Supplier Company to provide certain services, including work performed on a temporary basis by Contracted Personnel; and,

WHEREAS, Contracted Personnel may be assigned by the Supplier Company to work for the Department of Employee Trust Funds on a temporary basis.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Contracted Personnel

1.1 Contracted Personnel may be engaged to provide services to ETF as an employee of the Supplier Company and not as an employee of ETF. Contracted Personnel shall perform all services or work to the satisfaction of ETF.

- 1.2 Contracted Personnel acknowledges and agrees that no employment relationship between Contracted Personnel and ETF is created by this Agreement.
- 1.3 Contracted Personnel acknowledges and agrees that he or she is not a third-party beneficiary of the agreement between the Supplier Company and ETF and hereby waives any such rights, which may arise under such agreement between the Supplier Company and ETF.
- 1.4 Contracted Personnel acknowledges and agrees that the Supplier Company shall be solely responsible for all payments to Contracted Personnel including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days, or other personal days, if any.
- 1.5 Contracted Personnel acknowledges and agrees that Contracted Personnel is not eligible to participate in or receive any benefits under the terms of ETF and/or any Authorized User's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by ETF or any Authorized User.
- 1.6 Contracted Personnel acknowledges and agrees that the cash payments and benefits which Contracted Personnel receives from Supplier Company shall represent the sole compensation to which Contracted Personnel is entitled, and that Supplier Company will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state, and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall ETF or any Authorized User be liable for any such obligations.
- 1.7 Contracted Personnel acknowledges and agrees that ETF shall have no liability of any kind to the Contracted Personnel related to payment for the time worked, if any, for ETF pursuant to this Agreement. Contracted Personnel hereby waives any claim he or she may have against ETF related to such payment.
- 1.8 The Contracted Personnel hereby authorizes the Supplier Company to provide ETF access to the Contracted Personnel's criminal background check and all other information in the Contracted Personnel's personnel file. The Contracted Personnel also hereby authorizes the Supplier Company to promptly release copies of all documents containing such information to ETF upon request.

2. ETF Work Policies and Rules

- 2.1 The Department of Employee Trust Funds is committed to the highest standards of business ethics and requires that its Workers always conduct themselves with honesty

and integrity. Contracted Personnel acknowledges and agrees that during the performance of Contracted Personnel's job duties for ETF, Contracted Personnel will not violate any of ETF's work rules and policies, including those specified in any ETF workplace manual. Contracted Personnel shall always comply with all ETF rules, policies, and procedures as provided to Contracted Personnel by Supplier Company or ETF. This includes but is not limited to ETF's COVID 19 safety protocols, including masking and reporting vaccination status.

- 2.2 Contracted Personnel agrees that Contracted Personnel shall not harm ETF's equipment, property, or inventory (other than ordinary wear and tear) and shall not interfere with ETF's business operations. Contracted Personnel agrees and acknowledges that Contracted Personnel is required to comply with all laws, rules, and regulations of federal, state, and local governments. Contracted Personnel are also encouraged, and expected, to bring to the attention of ETF management any information that raises the possibility that any Contracted Personnel or ETF employee is not fulfilling these ethical and legal responsibilities. After an Engagement ends or is terminated or upon ETF's request, ETF equipment must be returned to ETF in satisfactory condition and in a timely manner. ETF reserves the right to charge the Supplier Company shipping and/or replacement fees for equipment and supplies not returned timely.
- 2.3 ETF is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA), and must comply with that law. Contracted Personnel providing services at ETF will participate in ETF's training regarding HIPAA and privacy laws specific to ETF and its records and comply with HIPAA and privacy laws specific to ETF while providing services at ETF.
- 2.4 Contracted Personnel agrees that he or she enters onto ETF's premises at his or her own risk and, to the fullest extent possible under applicable laws, waives any claims he or she may have now or in the future against ETF, the State of Wisconsin, or any Authorized User for personal injury or property damage arising out of or connected in any way with Contracted Personnel's presence on ETF and State of Wisconsin premises or his or her assignment with ETF.

3. Confidentiality and Non-Disclosure

- 3.1 Confidential Information shall not include any information that is hereafter lawfully disclosed to the Contracted Personnel under conditions which do not restrict further disclosure or by a third-party which did not acquire the Confidential Information under an obligation of confidentiality to ETF, as the case may be; properly came into the Contracted Personnel's possession from a third party which is not under any obligation to maintain the confidentiality of such Confidential Information; or has become part of the public domain through no act or fault of the part of the Contracted Personnel.
- 3.2 Confidentiality. Contracted Personnel agrees that he or she will during or after Engagement with ETF maintain in strict confidence all ETF's Confidential Information, Proprietary Information and Personally Identifiable Information, as the case may be; use or reproduce the Confidential Information solely as necessary for purposes of providing services as an independent contractor to ETF; not remove any copyright notices,

trademark notices, or other proprietary legends or indications of confidentiality set forth on or contained in any of the Confidential Information; immediately notify their Supplier Company in writing, who will in turn notify ETF, of any known unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved.

- 3.3 Injunctive Relief. Contracted Personnel acknowledges that it is likely to be difficult to value the damages sustained by ETF due to any breach of Section 3 herein and that such damages are likely to be substantial or irreparable and the damaged party's remedy at law would be inadequate. Therefore, in the event of a breach of Section 3 herein, in addition to any other relief, ETF shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.
- 3.4 Work Product. Contracted Personnel acknowledges and agrees that during an Engagement of Contracted Personnel's work for ETF, Contracted Personnel may create inventions, discoveries, improvements, computer or other apparatus programs, and related documentation and other works of authorship ("Work Product"), whether or not patentable, copyrightable, or subject to other forms of legal protection. Contracted Personnel agrees to assign to ETF all of Contracted Personnel's right, title, and interest (including rights in copyright) in and to all Work Product Contracted Personnel makes, creates, or develops, either solely or jointly with others, during Contracted Personnel's Engagement at ETF. Contracted Personnel agrees that the above assignment is binding upon Contracted Personnel's estate, administrators, or other legal representatives or assigns.
- 3.5 Excluded Inventions. Contracted Personnel shall not be required to assign to ETF any idea, invention, discovery, innovation or improvement which Contracted Personnel developed entirely on his or her own time and without the use of any of ETF's equipment, supplies, facility or Confidential Information (as defined above), and which (i) does not relate to ETF's business or to ETF's actual or anticipated research or development, and (ii) does not result from any work performed by Contracted Personnel specifically for ETF (the "Excluded Inventions"). In any dispute with respect to these exclusions, the burden of proof shall be on Contracted Personnel to show that the exclusion applies.
- 3.6 Work Made for Hire. Any and all Work Product prepared by Contracted Personnel for ETF that is eligible for copyright protection shall be a work made for hire on behalf of ETF as that term is used under the United States Copyright Act and ownership of all copyrights in such work shall vest in ETF. If for any reason, any such work shall not be deemed a work made for hire or ownership of such copyrights would not vest in ETF, then Contracted Personnel shall transfer all right, title, and interest in such work, including all copyrights therein to ETF. Contracted Personnel agrees to deliver such documents or other ETF property to ETF upon termination of Contracted Personnel's Engagement or at any other time at ETF's request. In those jurisdictions that deem any work performed on a "Work Made for Hire" basis as giving rise to an employee/employer relationship, the parties specifically agree that this

provision shall not apply in such jurisdiction and that Contracted Personnel shall continue to be deemed an independent contractor of ETF.

- 3.7 Term. This Agreement shall be effective as of the date first written above and shall remain in effect notwithstanding Contracted Personnel's termination of employment with Supplier Company or termination of Contracted Personnel's Assignment/Engagement to ETF.
- 3.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable, then such provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- 3.9 Waiver. This Agreement may be amended, or its requirements waived, only by a writing signed by the entity who loses rights upon enforcement of the waiver or amendment.
- 3.10 Governing Law; Jurisdiction. This agreement shall be governed by the laws of the State of Wisconsin. Any litigation under this Agreement shall be filed and pursued in a court of proper venue in the State of Wisconsin. All parties expressly consent to the jurisdiction of such courts.
- 3.11 Assignment. Neither party's rights or obligations under this Agreement can be assigned without the express prior written consent of (i) Supplier Company, (ii) Contracted Personnel, and (iii) ETF. Any attempted or purported assignment of this Agreement without such consent shall be void.
- 3.12 No Inducements. Contracted Personnel warrants and represents that he or she has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee, or agent of the Supplier Company or ETF for any purpose. Contracted Personnel shall not provide or offer any gifts, payments, or other inducements to any officer, employee, or agent of ETF for any purpose.
- 3.13 Contracted Personnel agrees that during the period of Contracted Personnel's Engagement with ETF, Contracted Personnel will not, without ETF's express written consent, engage in any consulting, employment or business which is in conflict with his/her Contracted Personnel relationship with ETF and the State of Wisconsin.
- 3.14 Contracted Personnel has listed below all inventions or other improvements which have been made or conceived by Contracted Personnel, either prior to or during Contracted Personnel's Assignment/Engagement with ETF, which Contracted Personnel believes do not fall within the provisions of this agreement:

*

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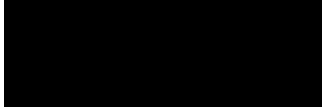
*

3.15 In addition, in the event Contracted Personnel contends that any invention or improvement made or conceived by Contracted Personnel in the future is not covered by the provisions of this Agreement, Contracted Personnel understands that Contracted Personnel is required to promptly inform ETF in writing of such invention or improvement for the purpose of permitting ETF to determine whether such item is covered by the terms of this Agreement.


3.16 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof. The Contracted Personnel understands and agrees to comply with the requirements stated in the RFB at Sections 1.2 and 3.1.

IN WITNESS WHEREOF, the parties hereto have executed this Contracted Personnel Agreement as of the date first written above.

Supplier Company

By: 
Name: Steve Kreinz
Title: vp
Date: 3/1/2022

Contracted Personnel

By: 
Name: Bryce Hass
Date: 3/2/2022