



Division of State Patrol Uniform Trousers and Honor Guard Trousers

Request for Bid (RFB)

510660

Issued by:

The State of Wisconsin
Department of Transportation

Questions Due by:

March 16, 2026, by 2:00 PM CST

Bids Due by:

April 2, 2026, by 2:00 PM CST

Bids must be submitted in eSupplier

For further information regarding this RFB, contact:

John Remy at john.remy@dot.wi.gov

**SPECIAL CONDITIONS OF BID
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1 GENERAL INFORMATION AND SCOPE

The Wisconsin Department of Transportation (WisDOT or DOT), through its Purchasing Unit (Purchasing), requests bids to establish a contract for the purchase of Uniform Trousers and Honor Guard Trousers for the Wisconsin Division of State Patrol (DSP). Uniform and Honor Guard items will be delivered statewide. Multiple bidders may be awarded.

The resulting contract shall be governed by the attached Standard Terms and Conditions unless specifically modified in this Request for Bid document. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement.

1.1 Scope

Uniform Trousers will be issued to new sworn personnel. Some will be issued as replacements for field personnel throughout Wisconsin. Honor Guard Trousers will be issued to the Honor Guard personnel.

1.2 Definitions

The following definitions are used throughout the RFB documents:

Agency: The Wisconsin Department of Transportation

Bidder/Vendor: A company or individual submitting a bid response to this RFB

Contractor: Bidder awarded the contract

Department: The Wisconsin Department of Transportation

DOT or WisDOT: The Wisconsin Department of Transportation

DSP: The Division of State Patrol (including the Academy)

RFB: Request for Bid

State: The State of Wisconsin

1.3 Contract Term

WisDOT intends to utilize the results of this RFB to award a contract. **Retain a copy of these bid documents and any addenda for your files.** The RFB document and the awarded bidder's response shall become the contract unless a separate contract is executed.

The initial term of this contract shall be **for one year beginning on date of award**, with four (4) one-year renewal options by mutual consent. Any extension beyond the renewal options must be authorized by mutual agreement of the Contractor and WisDOT.

As required by Wisconsin Statutes, continuance of a contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds and the termination of the contract by lack of appropriation shall be without penalty to WisDOT. WisDOT does not guarantee to purchase any specific quantity during each contract term.

When WisDOT utilizes the renewal option(s), WisDOT will automatically renew the contract into its subsequent years unless Purchasing is notified, in writing, by the Contractor **90 calendar days** prior to expiration of the initial and/or succeeding contract period(s).

1.4 Endorsements, Testimonials, and Promotional Activities

Any unauthorized reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any agency or other subunits of Wisconsin state government, or any state official or employee, for commercial promotion is strictly prohibited.

1.5 Cooperative Purchasing and Piggybacking

Wisconsin Statutes (s. 16.73, Wis. Stats.) established authority to allow Wisconsin municipalities to purchase from State contracts. For cooperative bidding purposes, a Vendor Agreement is highly desired for this RFB. Complete DOA 3832 of the Bid Document and return with your bid.

Piggybacking allows a contract established by WisDOT or another Wisconsin state agency, if agreeable to both the contracting agency and the vendor, to obtain the benefits of volume purchases and/or reduction in administrative expenses, under the terms outlined herein. For Piggybacking purposes, a Vendor Agreement is highly desired for this RFB.

Additional units may be purchased by agreeing to extend the contract to other municipalities and state agencies through piggybacking.

2 BIDDER QUALIFICATIONS AND REQUIREMENTS

To be eligible for a contract award, you must be qualified and able to provide the following. Respond below and on attached DOA 3832. (Return both with bid response.)

- 2.1 Bidder must be an original manufacturer, or distributor and/or dealer authorized by manufacturer.
- Comply Does Not Comply
- 2.2 Bidder must supply references of three (3) firms to which similar products have been provided during the past two (2) years to a comparable-sized institution or company. WisDOT may also utilize other pertinent sources of information regarding products provided by the bidder. If contacted, all of those references must verify that a high level of satisfaction was provided. Use DOA 3832 to list references. **WisDOT employees must not be listed as references.**
- Comply Does Not Comply
- 2.3 Bidder must be in the business of manufacturing or distributing law enforcement Uniform Trousers and Honor Guard Trousers for the past three (3) years.
- Comply Does Not Comply
- 2.4 Bidder must provide a statement explaining their process for ensuring that products with the WisDOT DSP emblem patch and the DSP emblem patch itself will remain secure to alleviate the potential for a breach of security. The process shall include steps beginning from receipt of an order, application of the DSP patches, through shipment of an order. Inventory of DSP patches to non-contracted items is considered a breach of security unless written authorization is issued by WisDOT Purchasing and the DSP Uniform Committee Lead.
- Comply Does Not Comply
- 2.5 Due to the nature of the solicitation, bidders may be required to allow the State to conduct background checks to determine circumstances of any conviction of the Contractor or its sub-contractors which may be related to the solicited commodity or service.
- Comply Does Not Comply

- 2.6 Bidder must provide a statement of their Warranty Policy on any service, workmanship, or parts they may provide.
 Comply Does Not Comply
- 2.7 Bidder must be prepared to honor, at minimum the manufacturer's standard warranty. Indicate warranty term and enclose standard warranty documents with your bid.
 Comply Does Not Comply
- 2.8 Bidder must disclose if any State of Wisconsin employee would provide services relating to the agreement resulting from this solicitation. See Supplemental Standard Terms and Conditions, section 4.0, Dual Employment or 5.0, Employment.
 Comply Does Not Comply
- 2.9 Bidder is required to submit their return policy.
 Comply Does Not Comply
- 2.10 The awarded bidder shall be able to provide reports on all products purchased against an awarded contract. Reports shall be provided in the format and timeframe as requested. See Section 4.15.
 Comply Does Not Comply
- 2.11 Bidder is required to submit a sample of any alternate item at the time of the bid submission. This is required if the bidder cannot provide the specific model DSP is asking for and is instead providing an alternate item. See Section 4.1.
 Comply Does Not Comply
- 2.12 Pursuant to WI State Statute 16.705, all services provided under this contract must be performed in the United States.
 Comply Does Not Comply
- 2.13 Will piggybacking and cooperative purchasing be allowed, if awarded this contract? See Section 1.5 in the SCOB and DOA 3832 Section 5 for more information. (Bidders are not required to allow cooperative or piggybacking.)
 Comply Does Not Comply

3 SPECIFICATIONS

See Specifications (Attachment A) and itemized "Bid Price Sheet" (Attachment B), for the minimum acceptable specifications for products desired. The WI State Patrol currently issues the items listed. The specification and items identified contain the minimum acceptable specifications for products desired.

Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired by DSP.

Purchasing reserves the right to delete any specification or condition of bid if no bidder is able to comply with a given specification or condition of bid. Failure to meet specification requirements may disqualify your bid.

All attachments, documents, price lists, etc. to support your bid, must include the bid number **510660**.

Bid specifications may not be revised without an official written addendum issued by Purchasing.

4 SPECIAL TERMS AND CONDITIONS

4.1 Samples/Demonstrations

If the bidder cannot provide the specific model DSP is asking for and is instead providing an ALTERNATE, notify WisDOT with a Written Vendor Question (Section 5.3), and, a sample of that alternate item MUST be submitted at the time of the bid submission due date so that DSP can determine if the alternate item will be approved.

These samples are to be without expense or obligation to WisDOT.

Samples must be delivered to:
Maggie Jessie | Buildings and Grounds Supervisor
Wisconsin State Patrol Academy
95 S 10th Ave
Fort McCoy, WI 54656

WisDOT shall evaluate all samples requested in an identical manner to determine whether the products delivered conform to the specifications.

Samples should be clearly labeled as “sample” and identified with bidder’s name, bid number, bid due date, and item number.

Failure to deliver samples within time designated **shall** disqualify your bid.

It is possible that sample requests maybe made throughout the life of the contract if needed.

WisDOT shall reject samples NOT meeting bid specifications. The bidder shall be notified in writing by WisDOT when the samples can be shipped back to them, at the bidder’s expense.

4.2 Contract Quantities/New or Deleted Items

Estimated quantities identified for each item on the “BID PRICE SHEET” are for bid purposes only and are based on historical data. WisDOT does not guarantee to purchase any specific quantity. Bids that state WisDOT must guarantee a specific quantity or dollar amount may be disqualified.

NEW OR DELETED ITEMS: WisDOT reserves the right to add to or remove from this contract products based on changes to standards unknown at the time of this bid. If additional products are added, contractor(s) prices must be in line with current contract pricing for like products. Scope of work must be consistent with the current contract products.

Contractor will promptly notify Purchasing of new or discontinued products.

4.3 Delivery

Delivery is desired as soon as possible after receipt of a purchase order. Please indicate on the Bid Cover Page your estimated delivery time in calendar days.

The State may elect to purchase from another vendor such quantities as may be needed to fulfill the immediate requirement(s) if the Contractor(s) is then unable to furnish an acceptable product. Any difference in costs between the delivered contract price and the delivered price of such shipment(s) from another vendor may be deducted from any costs, which may be due to the Contractor. WisDOT reserves the right to bill the Contractor for cost differences.

Contractor is **required** to notify the ordering unit of any back order, discontinuation of product(s) or other delays in shipping within 24 hours of receipt of order. Back orders must not be cancelled without approval from WisDOT ordering unit. **Failure to notify the ordering unit of these delays may result in cancellation of an order and/or contract. See section 4.11, Liquidated Damages.**

4.4 Freight Charges

F.O.B. Destination Freight Included

Delivery will be made by common carrier or bidder's truck, with unloading to be performed by the carrier/bidder and carton(s) transported to the interior/ground floor or inside dock at **95 S. 10th Ave., Fort McCoy, WI 54656-5168**. Bid prices should include all costs; including but not limited to packing, transportation, labor, insurance charges and installation/operation manuals.

Fuel surcharges will not be allowed.

Duty charges (FOB=DDP Destination Duty Paid), if applicable (includes but not limited to documentation fees, freight, customs clearance, tax, etc.), must be included in the bid price.

Failure to bid FOB Destination Freight Included may disqualify your bid.

4.5 Shipments, Duplicates and Over Shipments

The State reserves the right to reject any shipments that it deems to be faulty. Such shipments shall be returned at the Contractor(s) expense. The State will not be responsible for charges incurred as a result of a defective product. If the Contractor(s) is then unable to furnish an acceptable product, the State may elect to purchase from another vendor such quantities as may be needed to fulfill the immediate requirement(s). Any difference in costs between the contract price and the price of such shipment(s) from another vendor shall be deducted from any monies, which may be due to the Contractor.

WisDOT will notify the Contractor within 30 days receipt for the return of a duplicate shipment and the product must be removed within 30 days at the Contractor's expense without a restocking fee or shipping charges. WisDOT reserves the right to dispose of the products and shall not be held liable for the cost.

WisDOT will notify the Contractor within 30 days receipt for the return of shipments ordered in error and the products must be removed within 30 days. WisDOT and the Contractor shall negotiate the terms of the restocking and shipping charges.

4.6 Insurance Requirements

Every contractor and all parties furnishing services or products to the Wisconsin Department of Transportation (WisDOT) or any of its subsidiary companies must provide WisDOT with evidence of the following minimum insurance requirements. In no way do these minimum requirements

limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage.
Combined shall be at least:
- | | |
|---------------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations Limit | \$2,000,000 |
| Personal and Advertising injury Limit | \$1,000,000 |
- B. Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- C. Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- D. Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.
- E. Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (A.), (B.), and (D.) above.

Additional Requirements:

- F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- G. The insurance specified in (A), (B), and (E) above shall:
1. Name WisDOT including its directors, officers, employees and agents as additional insureds by endorsement to the policies; and,
 2. Provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- H. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. WisDOT may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- I. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors and their insurers.

- J. Contractor shall provide certificates and endorsements evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

**EMAIL TO: WIDOTCOI@DOT.WI.GOV
Referencing WisDOT Contract Number**

4.7 Warranty

A one-year warranty for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials. Provide manufacturers' warranties.

4.8 Safety Notices/Recalls

Contractor must provide immediate notification to Purchasing and the Contract Manager of any recall notices, warranty replacements, safety notices, legal notices, and potential and/or actual breaches in security involving sensitive products/access to facilities, etc. **Failure to report this information may result in immediate termination of an order and contract.**

4.9 Subcontracting or Third-Party Payments

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

4.10 Confidentiality

Contractor acknowledges that some of the data and documentation it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information.

Contractor or its employees and subcontractors will not reuse, sell, make available, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, bidder's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.

The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

4.11 Liquidated Damages

This shall be surety for fulfillment of the contract(s) including quality, performance and delivery under the terms of this Request for Bid. Liquidated damages shall consist of 10% per working day per line item for failure to deliver according to the Contractor specified delivery schedule. Liquidated damages will be deducted from payments on the invoice covering the late shipments, if the invoice is of sufficient amount to cover the liquidated damages. If the invoice is not of a sufficient amount to cover the liquidated damages on a particular shipment, the agency may bill the contractor for the balance or may request cancellation of the invoice and a credit to cover the balance.

4.12 Firm Prices

The awarded Contractor must hold the accepted costs for the entire contract period. **Price increase requests must be received in writing by Purchasing at least 60 calendar days prior to the renewal date.** WisDOT will review any adjustment of costs before the beginning of a contract renewal period. Price increase requests must be justified with supporting documentation of industry-wide increases. If WisDOT deems cost increases are not acceptable, it reserves the right to award to the next lowest bidder or re-bid the contract in whole or part. Written acceptance or denial of price increases shall be provided to the Contractor.

If the Contractor's cost decreases during the term of the contract, the Contractor shall immediately notify WisDOT. Such cost decreases shall become effective to WisDOT the same date the decrease is effective to the contractor. If WisDOT is not properly notified of price decreases, the pricing at the time of order will be used for invoice payment and the vendor will provide refunds or credits as necessary.

4.13 Orders

WisDOT may use the following methods to purchase from this contract:

- Specific (Contract Release) orders may be placed for one-time shipments.
- Contract Release Orders, blanket-type, may be issued by Purchasing for the State's fiscal year time period, July 1 – June 30, to allow departmental personnel to call or fax for product or service against the order as needed.
- Purchasing card releases: placed by department personnel using their State purchasing card under WisDOT and State guidelines.

4.14 Invoicing Requirements

Invoices/Purchase Order:

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

All invoices must be itemized showing:

- Purchase order number
- Vendor name

- Remit to address
- The complete product description as stated on your bid
- Prices per the contract
- Dates of service

Send invoice to the bill-to address shown on the order.

Invoices/Purchasing card

Orders placed by WisDOT using a purchasing card must reflect current contract pricing.

4.15 Reporting Requirements

WisDOT shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

4.16 Order of Precedence

In the event of contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Award document
2. Official Purchase Order
3. Bid response as accepted by WisDOT
4. WisDOT Request for Bid

4.17 Contractor Major Structural Change

The Contractor **is required** to provide Purchasing with a minimum 90 days written advance notice of any planned or potential structural change resulting in a new entity (merger, buyout, acquisition, consolidation, etc.). The Contractor may not assign the contract to the new entity without prior written approval from the Department, since the underlying procurement may be affected.

4.18 Health Insurance Portability and Accountability Act (HIPAA)

“Public Health Information” (PHI) means any information, whether oral or recorded in any form or medium, that:

- Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- Relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

The Contractor, and any Subcontractor(s) shall comply with 42 U.S.C. Sections 1320d through 1320d-8 and shall implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by

the Contractor from or on behalf of the State that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services. HIPAA compliance requires, at a minimum, that the Contractor:

- Shall not use or disclose PHI except as specifically required under the terms of this Contract, or as otherwise required under the HIPAA regulations or other applicable law.
- Shall use appropriate safeguards to protect against use or disclosure not provided for by this Contract.
- Shall promptly report to the State any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, the Contractor shall mitigate any adverse effects of such a breach to the extent possible.
- Shall ensure that all its Contracted Personnel that receive PHI from or on behalf of the Contractor and/or the State agree to the same restrictions and conditions that apply to Contractor with respect to the use or disclosure of PHI.
- Shall make available to the State such information as the State may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
- Shall make PHI available to the State in order for the State to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the State, incorporate any amendments into the information held by its Contracted Personnel.
- Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from the State, or created and received by the Contractor on behalf of the State, to the State and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining the State's compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto. Shall, upon termination of this Contract, at the option of the State, return to the State, or destroy, all PHI in its possession, and keep no copies of the information except as requested by the State or required by law. If the Contractor's Contracted Personnel destroy any PHI, then the Contractor shall provide the State with documentation evidencing such destruction. Any PHI maintained by the Contractor shall continue to be extended the same as required by HIPAA and the State for as long as it is maintained. In the event of a material breach of Contractor's obligations under this Section, the State may at its option, terminate this Contract according to the termination provisions within this Contract.

4.19 Energy Star Requirements

The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) & the EPA. It is not mandatory that every device offered under this bid meet Energy Star Requirements, but the bulk of the product line should be energy efficient. Bidder should identify those items which meet the Energy Star requirements on the Bidder Response Sheet.

5 BID PROCEDURE AND INSTRUCTIONS

5.1 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you require information in an alternate format in order to respond to this bid or if you need accommodations at a bid opening/vendor conference, contact: John Remy, Purchasing, at (608)-264-7204 (voice) or Wisconsin Telecommunications Relay System (TTY) at 1-800-947-3529.

5.2 Calendar of Events

Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by **posting an addendum** to this RFB on eSupplier.

<u>DATE</u>	<u>EVENT</u>
03/03/2026	Date of Issue of the RFB - Posted to eSupplier Portal
03/16/2026 @ 2:00 PM CST	Date Written Vendor Questions Due
03/20/2026 - estimated	Responses to Questions Posted to eSupplier Portal
04/02/2026 @ 2:00 PM CST	Bids Due - Late submissions will not be accepted

5.3 Questions

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Purchasing Agent named below of such error and request modification or clarification of the bid document.

Communications or questions regarding the specifications, or special conditions of bid should be written and submitted through eSupplier soon as possible, but no later than **03/16/2026**. Questions may also be emailed to the purchasing agent listed below; the subject line must include the bid number RFB **510660**. Questions shall not be received nor addressed via telephone. Purchasing will respond to questions by issuing an official addendum, posted on eSupplier. It is the vendor's responsibility to monitor eSupplier for addendum updates.

Submit questions in writing via email to: John Remy, e-mail: john.remy@dot.wi.gov

5.4 Method of Bid

Bidder must submit a unit price and extended total for each item and a total price as designated. All prices must be quoted in U.S. Dollars.

Bids requiring an order minimum shall be disqualified.

Bidder must bid on the enclosed bid price sheet (Attachment B). Alternate formats will be rejected.

Bids may be disqualified if the bid price sheet is altered and not completed as designed.

5.5 Proprietary and Confidential Information

If the bidder designates any information in the bid as proprietary and confidential, the bidder must upload to eSupplier, in addition to the copies listed above, **one electronic copy** of the bid with all proprietary and confidential information redacted. This copy should be clearly marked "REDACTED COPY". The documents must be in MS Word, MS Excel or PDF format.

5.6 Bid Response Requirements

Vendors must respond to the bid through eSupplier. This is the only method of submittal.

Emailed, hand delivered or mailed bids will not be accepted. Vendors should use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall

and affords Vendors a higher degree of control versus the alternative submittal processes. The eSupplier Sourcing Event number for this solicitation is **510660**.

Be sure to follow all directions and upload all required documents before the deadline.

When replying in eSupplier, to upload multiple files requires they be uploaded as a Zip File. Instructions on how to create a Zip File can be found: [Microsoft Windows Support Zip Files](#).

There are typically four main issues that would cause a file to fail to upload into eSupplier:

- The file name is too long. File names must be no longer than 64 characters, including the file extension (e.g., “.docx”) and cannot contain special characters (e.g., commas or percent signs).
- The file is too large. The maximum file size is 80MB.
- The file has macros included and enabled. Since these files may contain viruses, the eSupplier system will not allow them.
- The file type is not supported. While most file types may be uploaded, some types, like videos, will not save successfully.

If none of these conditions apply and you still cannot upload a file, contact STAR Support for assistance at STARSupport@wisconsin.gov or (844) 947-7827.

The following documents should be included:

- Addendum Cover (Signature) Page(s), if applicable to this bid request
- Bid Price Sheet(s) **(This upload must be a SEPARATE MS Excel file attachment – not a PDF version of the Excel file)**
- Responses to Section 2, Bidder Qualifications and Requirements
- DOA 3832
- Documents, contact lists, and any other deliverables required of the RFB
- All documents must be in MS Word, MS Excel or PDF format, unless otherwise specified.
- Redacted version of the bid documents, see section 5.5

Failure to provide the forms/information with your bid submittal may disqualify your bid.

If you are providing an ALTERNATE line item, you must provide a sample of that to DSP. (See section 4.1 Samples/Demonstrations)

5.7 Bid Submission

Required materials (see section 5.6) must be received for acceptance of their bid by **04/02/2026** at 2:00 PM CST **through eSupplier**. Bids received after that time and date will be rejected.

Bids must not be emailed, mailed, or hand delivered. Bids must be submitted through eSupplier.

5.8 Multiple Bids

Multiple bids from a Bidder will be allowed, however each bid must conform fully to the requirements for bid submission. Bidders must have multiple user IDs and passwords for WAMS to be able to enter multiple bids through e-Supplier. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

5.9 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by a bidder in the process of responding to this RFB.

5.10 Wisconsin Public Records Law

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise bidder of any request for records it has designated as proprietary or confidential.

5.11 Wisconsin eSupplier Registration

Registration on the State of Wisconsin's eSupplier System (<http://eSupplier.wi.gov>) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

- Register for a bidders list for commodities/services that the vendor wants to sell to the state.
- Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a request for bid (RFB) or a request for proposal (RFP) with an estimated value over \$50,000 in their designated commodity/service area(s).
- Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

Only vendors registered, with a valid e-mail address, at the time a RFB or RFP is posted will receive e-mail notifications of addendums/amendments. **Vendors who obtain a RFB or RFP from a third party; through the public notice website <http://publicnotices.wi.gov>; or other means assume responsibility for checking for updates to a RFB or RFP on eSupplier.**

To obtain information on the state's bidder registration, please visit the eSupplier website at <http://eSupplier.wi.gov>. Assistance is available from the eSupplier Information Center (1-800-482-7813); in the Madison area, 608-264-7898.

Anyone may access the [Wisconsin eSupplier Portal](#) to get information on state purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Bidders may use the same website address for inclusion on the Bidders list for goods and services that the organization wants to sell to the State.

6 BID OPENING, ACCEPTANCE AND AWARD

6.1 Bid Opening

A public Bid opening may be held via TEAMS on 04/02/2026 at **3:00** PM CST. The names of all Vendors may be read aloud at that time. All interested parties must contact John Remy at john.remy@dot.wi.gov by 04/01/2026 at 1:30 PM CST to receive call-in information.

6.2 Bid Acceptance

WisDOT shall review all materials submitted in response to this bid in an identical manner to determine specification compliance. Bids which do not comply with specifications contained in this RFB MAY be rejected by the State. The State 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 compliance with the specifications contained in this RFB.

6.3 Basis for Bid Awards

Awarding contracts and rejecting bids are public actions and the procuring agencies performing these functions are guided by the course of action that best promotes the public interest. It is the duty and authority of the procuring agency to exercise good judgment, due diligence, and to honestly and fairly determine the lowest responsible bidder(s).

6.4 Method of Award

Award(s) shall be made on the basis of the lowest **net unit price per item** from a responsive, responsible bidder(s) who meets specifications for each line item or total price for group of like items, whichever is in the best interest of the Department. Awards may be made to multiple bidders.

Timeliness of delivery may be considered when determining this award.

In the event of Bidder error in calculation, unit price shall prevail in award or may disqualify your bid.

Pricing indicated in the Value-Add section of the Bid Price Sheet shall not be included in the award calculation; however, the prices shall be applied on orders placed on an awarded contract.

Volume discounts shall not be considered when determining award. However, they shall apply to orders issued on this contract.

6.5 Receiving and Acceptance of Purchased Goods and Services

Unless otherwise specified in a contract, acceptance is a manifestation of assent by an agency to the terms, services, deliverables or other items offered by the contractor, after inspection. If an agency does not accept that a service has been satisfactorily delivered by a contractor, it will notify the contractor immediately and document the cause for non-acceptance.

6.6 Terms and Conditions

The Standard and/or Supplemental Terms and Conditions provided with this document represent the terms and conditions which will apply to this contract. Vendors may not submit their own contract document as a substitute for these terms and conditions.

6.7 Contract Cancellation

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

- A. Please review section 13.0 and 24.0 of the Standard terms and Conditions of Bid. WisDOT may terminate the contract at any time at its sole discretion by delivering 30 calendar days written notice to the Contractor.

If the problem is service performance, Contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor may be given a period of time to 'cure' the performance. If the performance does not improve Contractor will be given

30 calendar days' written notice that the contract will be cancelled. WisDOT shall be the sole judge on service performance.

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

- B. In the event the Contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Department purchasing agent not less than 60 days prior to said termination. The Contractor will, in turn, refund the Department, within 30 days of said termination, all payments made hereunder by the Department to the Contractor for work not completed.
- C. WisDOT has the right to cancel and terminate the Contract without notice if at any time the Contractor (including Subcontractors) performance threatens the health, safety, and/or security of WisDOT or the general public.
- D. WisDOT has the right to cancel and terminate the Contract without notice if the Contractor fails to maintain and keep in force the insurance as provided in #23.0 of the Standard Terms and Conditions.
- E. WisDOT has the right to cancel and terminate the Contract without notice if the Contractor fails to maintain and keep in force required certificates, permits, and licenses.
- F. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, WisDOT has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar days' notice in writing of such termination.
- G. WisDOT must seek approval of the State Use Board prior to termination of a Work Center.

6.8 Certification for Collection of Sales and Use Tax

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or Contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

7 Attachments

Attachment A Specifications
Attachment B Price Sheet
DOA 3832
DOA 3054

