

**BIDS MUST BE SEALED AND ADDRESSED TO:**

**AGENCY ADDRESS:**

WI Dept. of Natural Resources  
 Attn: Konrad K. Plachetta  
 101 S. Webster St., FN/2  
 PO Box 7921  
 Madison, WI 53703-7921

**REQUEST FOR BID**

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid #

**D-017-20.** Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than  
**2:00 PM CDT, December 7, 2013**

Name (Contact for further information)

**Konrad K. Plachetta**  
 (email address: [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov))

Phone  
**(608) 266-0311**

Date  
**November 18, 2013**

Quote Price and Delivery FOB

**Destination**

Fax bids are accepted

Fax bids are not accepted

Description

Participating municipalities of Brown County in coordination with the Wisconsin Department of Natural Resources, Forestry Division requests quotes for trees for planting in Spring 2014. The vendor must state quantity available, caliper (1.25", 1.50", 1.75" and 2" & 2.25+) stock type (B & B and bare root), unit price, total price and the exact location of the plant material being quoted, if it is different than the contractors stated address. The Department anticipates purchasing both bareroot and B&B stock. Trees in containers or bags will not be accepted. The Department intends to purchase 600-700 trees as part of this project. The Department's total purchase amount may vary dependant largely on the pricing we obtain. If you wish to obtain an electronic copy of the bid and/or the price sheet please e-mail Konrad Plachetta, Purchasing Agent at [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov).

Bids due: Bids are due December 7, 2013 at 2:00 PM. The bid shall be sent to Konrad Plachetta at 101 S Webster St, Box 7921, Madison, WI 53707. You may fax the bids to Konrad Plachetta at 608-264-6277 or e-mail the bid documents to [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov).

**METHOD OF AWARD:** Award shall be made by each species, caliper size and stock type to the lowest responsible responsive bidder. If the low bidder does not have sufficient quantity of a specific species the Department may choose to go to the next low bidder for that species, caliper size and stock type. The Department/municipality reserves the right to reject at its sole discretion any individual trees that do not meet the specifications of this bid and to go to the next low bidder if there is one.

**Any questions concerning the specifications or bid must be submitted in writing to Konrad Plachetta at fax no. (608) 264-6277 or email (preferred) at [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov) by November 27, 2013.**

Payment Terms

Delivery Time

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)] or Disable owned Veteran Business preference. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Wisconsin Department of Administration, 6th Floor, 101 East Wilson Street, Madison, Wisconsin 53702, (608) 267-0600. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes  No  Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)



## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over Fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemi-

cal, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



**SPECIAL CONDITIONS OF BID**  
**RFB #D-017-20**  
**1<sup>st</sup> Down For Trees Bid**

**Subject:** Participating municipalities of Brown County in coordination with the Wisconsin Department of Natural Resources, Forestry Division requests quotes for trees for planting in Spring 2014.

The Department anticipates purchasing both bareroot and B&B stock. Trees in containers or bags will not be accepted. The Department intends to purchase 600-700 trees as part of this project. The Department's total purchase amount may vary dependant largely on the pricing we obtain.

1. **Contract Terms:** This bid will be established primarily to meet the needs of the Department for the Spring. Specifically the Department intends to have most or all of the trees delivered in April, or possibly May dependant upon weather. The Department and the participating Municipalities may have need for additional trees in the Summer or Fall. As such this contract period will end December 31, 2014. The contract trees will be supplied at prices bid on the Bid Response Forms. The contract period shall begin upon vendor receipt of any agency Notice of Award or Purchase Order for unit awarded under the Bid Response Forms. There is no guarantee of additional purchase. Any additional trees bought are subject to agency requirements and available budget. Your signed bid response will be your offer to provide the required trees. .
2. **Firm Prices:** Prices must remain firm for the initial ninety (90) day contract period. Any price increase after the initial contract period must be received in writing and approved by the DNR prior to any contract extension. The Department understands that after the initial order for April, issues of availability may arise. If the Department or a municipality requests the purchase after the initial purchase of trees and the contractor is not able to supply the trees or not able to supply the trees at the contract price the Department will not hold the contractor to supply the trees beyond the initial 90 day period. The Department will instead either go to the next low bidder on the contract for that item, choose a different item or choose not to purchase.
3. **Cooperative Purchasing:** 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. This is optional for all bidders. They may choose to make their trees available to other Municipalities or not. Fill out the form at the end of this bid to establish if you agree or not to this provision.
4. **Delivery - F.O.B. Destination:**  
  
**Brown County Nurseries:** The municipality will pick the trees up from the nurseries or from the designated drop off location in Brown County. If the Municipalities do not pick up the trees from the nursery the nursery will be responsible for delivery of the trees to a as yet to be determined location in the Green Bay Area. A Nursery Inspection Certificate from the originating nursery will accompany all pick-ups. Trees will be identified by and tagged by variety and size. Trees must be available for pickup by about April 15, 2014 for Spring plantings. Delivery may be adjusted due to the weather.  
  
**Nurseries from outside of Brown County:** Bidders from outside of Brown County will be able to ship the trees to a single location in or near the City of Green Bay. The Department will give a specific location to the vendor before the estimated April 15, 2014 delivery date. Trees will be identified by and tagged by variety and size. Trees must be available for pickup by about April 15, 2014 for Spring plantings. Delivery

may be adjusted due to the weather. The price quoted by contractors must include shipping to the Green Bay area to a single location.

5. **Specifications:** The specifications shown on the attached are the minimum acceptable specifications of the desired forbs and grass seed. Adequate detailed product information must be furnished to support conformity to specifications. All bidders shall clearly indicate any exceptions to the indicated specifications for the units they have bid. If exceptions to the specifications are noted by the bidder the Department will be the sole judge of the acceptability and conformance of the product bid to the stated specifications.
6. **Method of Bid:** Bidders must submit their Bid Response Form for the 1st Down for Trees as specified. Bids may be mailed, faxed or e-mailed. Be aware that fax lines are often busy and it may take over a day for mail to be routed internally once it has been received at the building. Write "Bid D-017-20" "Due Date December 7, 2013, 2:00 PM" so that prompt attention is given to routing your bid. Use the name and address as it appears on the Request for Quotation form when addressing your bid envelope. Bidders shall indicate on the outside of their bid response envelope, the bid number, the date and time of the bid opening, and in large letters "SEALED BID ENCLOSED". Bids shall also include a completed Vendor Information form. **All bidders are directed to use the attached Bid Checklist as a tool to help them submit a complete bid package.**

Bids must be submitted by **December 7, 2013 at 2:00 PM CDT** to one of the following two addresses depending on the bidders planned method of delivery:

**USPS**

Konrad K. Plachetta FN/2  
WI Department of Natural Resources  
PO Box 7921  
Madison, WI 53707-7921

**COMMON CARRIER AND  
HAND DELIVERY ADDRESS**

Konrad K. Plachetta FN/2  
WI Department of Natural Resources  
101 S. Webster St.  
Madison, WI 53703

Receipt of a bid by the State mail system does not constitute receipt of a bid by the Purchasing Office for purposes of this RFB. **All bidders are responsible for the delivery of their bid package to this purchasing office prior to the stated bid opening time. Late and unsigned bids may be rejected.**

7. **Faxed Bids:** Faxed bid responses will have a facsimile transmission cover letter, this letter will include:
  - a. Date
  - b. Agency fax number (**608-264-6277**)
  - c. Agency name (Wisconsin Dept. of Natural Resources)
  - d. Agency contact person and telephone number (**Konrad Plachetta, 608-266-0311**)
  - e. Bid Number (**RFB No. D-017-20**)
  - f. Bidder fax number (if available)
  - g. Bidder name
  - h. Bidder contact person and telephone number
  - i. Number of pages (including cover) being transmitted

Faxed replies to bid requests will be signed. Each page will be initialed and numbered "page 1 of 5, page 2 of 5," etc.

**Note:** Faxed bids will be rejected if they do not arrive on time, i.e., the last page of the fax transmission must be completed prior to the bid opening due date and time.



8. **E-mailed responses will be allowed and must be e-mailed to [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov)**

For your e-mailed bid to be considered valid by the DNR:

1. A completed copy of the entire response must be received and be available for printing or processing prior to 2:00 p.m. CST/CDT on the stated bid due date via e-mail. Submitting a bid to any other e-mail address than [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov) does not constitute receipt of a valid bid by the Department. Prior to the bid deadline, bidder is responsible for confirming that their e-mailed bid response has been successfully received. Proof of transmission doesn't constitute proof of receipt.

2. **If the e-mail submission does not contain ACTUAL signatures and initials (not computer generated), then those pages that require signatures and/or initials should be signed and returned via fax (608-264-6277) and should be received prior to the due date and time.**

8. **Multiple Bids:** Multiple bids from a vendor will be permissible; however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response.

9. **Incurring Cost:** The State of Wisconsin is not liable for any cost incurred by a vendor in the process of responding to this RFB.

10. **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 issuing a supplement to this RFB. There may or may not be a formal notification issued for changes in estimated dates.

<u>Date</u>	<u>Event</u>
November 18, 2013	Request for Bid released
November 27, 2013	Questions are due in writing by 4:00 PM CDT
November 29, 2013 (estimated)	Response to questions posted to VendorNet
<b>December 7, 2013</b>	<b>Bids due from vendors, 2:00 PM CDT</b>

11. **Questions:** Any questions concerning this RFB must be submitted in writing to: Konrad K. Plachetta at [konrad.plachetta@wisconsin.gov](mailto:konrad.plachetta@wisconsin.gov) or by fax at 608-264-6277

Vendors are expected to raise any questions, exceptions or additions they have concerning the RFB document no later than **November 18, 2013, 4:00 PM CDT**. Questions submitted after this date will not be accepted, however if at any time a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor must immediately notify the above named individual of such error and request modification or clarification of the RFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on VendorNet.

Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

12. **Method of Award:** Award shall be made by species, caliper size and stock type to the lowest responsible responsive bidder. The Department will pick-up trees from Nurseries in Brown county or from a single designated location in or near Green Bay. Contractors price shall include the cost of shipping the trees to the Green Bay area to a single location. If the low bidder does not have sufficient quantity of a specific species the Department may choose to go to the next low bidder for that species, caliper size and stock type. The Department/municipality reserves the right to reject at its sole discretion any individual trees that do not meet the specifications of this bid and to go to the next low bidder if there is one. The Department may purchase trees from Parts A, B or C at its sole discretion.

13. **Notification of Award:** Any vendors who respond to this RFB, with a bid, will be notified in writing of the State's award for the contract as a result of this RFB.

After notification of the award is made, and under the supervision of agency staff, copies of bids will be available for public inspection from 8:00 a.m. to 4:00 p.m. at 101 S. Webster St., 2nd floor, Madison WI. Vendors must schedule reviews with Konrad Plachetta at (608) 266-0311 to ensure that space is available for the review.

14. **Order of Precedence:** In the event of contract award, the contents of this RFB/RFP (including all attachments), RFB/RFP addenda and revisions, and the bid of the successful bidder, and additional terms agreed to, in writing, by the Department and Contractor shall become part of the contract. Failure of the successful bidder to accept these as a contractual agreement may result in a cancellation of award.

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

1. Applicable State of Wisconsin statutes and regulations.
2. The terms of the resulting Contract.
3. The terms of Bidder's Bid as accepted by the State.
4. The terms of the RFB/RFP as amended.

15. **Bid Opening:** There will be a public bid opening on **December 7, 2013 at 2:00 PM (CDT)** at 101 S. Webster St. Madison, WI, in room 223 near column F10. Names of the bidders will be read aloud at that time but to the large number of requested prices the individual prices will not be read at the opening.

16. **How to get on the State of Wisconsin's Bidders List:** Vendors are directed to the State of Wisconsin's computerized vendor information system, "VendorNet", for additional electronic copies of this bid package, and for information on receiving automatic notification of all state agency procurements over \$50,000 in a vendors particular area of interest. The web address for VendorNet is <http://vendornet.state.wi.us>. If there is a need to solicit bids for additional equipment upon the completion of the contract initiated by this procurement, only vendors registered with "VendorNet" will receive automatic notification of the bid. Your firms' receipt of this bid in the mail does not guarantee receipt of future bids for these services.

17. **Minority Business (MBE) requirements:** The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 16.287(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the state's purchasing program. The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Administration, State Minority Business Office should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

18. **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.

19. **DISABLED VETERAN OWNED BUSINESS REQUIREMENTS:** The Wisconsin Department of Natural Resources and all state agencies may make awards to the certified disabled veteran-owned business submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. Awards shall be made to the certified disabled veteran-owned business submitting the lowest qualified

bid. The State Bureau of Procurement DVB Program manager shall review and approve in writing any decision not to award to the lowest qualified bid.

**SPECIFICATIONS**  
**RFB #D-017-20**  
**1<sup>st</sup> Down For Trees Bid**

**1. General Information**

Participating municipalities of Brown County in coordination with the Wisconsin Department of Natural Resources Forestry Division requests quotes for trees for planting in Spring 2014.

The vendor must state quantity available, caliper (1.25", 1.50", 1.75" and 2" & 2.25+) stock type (B & B and bare root), unit price, total price and the exact location of the plant material being quoted. Our preference is bareroot, but we will consider B&B. Trees in containers or bags will not be accepted.

The participating municipalities and/or their agents are the sole judge of the suitability of all vendors and reserve the right to reject any and all parts of the proposal that is not in the best interest of the "First Down for Trees" program.

**2. Code of Standards**

Trees shall conform to nomenclature of "Standard Plant Names" as adopted by the Joint Committee of Horticulture Nomenclature, latest edition. Size and grading standards shall conform to the American Association of Nurserymen, Inc., as published in "American Standard for Nursery Stocks", latest edition.

All plant material shipments and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling and handling of plant stock.

**3. Delivery**

**Brown County Nurseries:** The municipality will pick the trees up from the nurseries or from the designated drop off location in Brown County. If the Municipalities do not pick up the trees from the nursery the nursery will be responsible for delivery of the trees to a as yet to be determined location in the Green Bay Area. A Nursery Inspection Certificate from the originating nursery will accompany all pick-ups. Trees will be identified by and tagged by variety and size. Trees must be available for pickup by about April 15, 2014 for Spring plantings. Delivery may be adjusted due to the weather.

**Nurseries from outside of Brown County:** Bidders from outside of Brown County will be able to ship the trees to a single location in or near the City of Green Bay. The Department will give a specific location to the vendor before the estimated April 15, 2014 delivery date. Trees will be identified by and tagged by variety and size. Trees must be available for pickup by about April 15, 2014 for Spring plantings. Delivery may be adjusted due to the weather. The price quoted by contractors must include shipping to the Green Bay area to a single location.

**4. Quality**

All plants shall be true to type and first quality. They shall have a central leader, well-developed branch systems, and vigorous fibrous root system. They shall be sound, healthy, vigorous plants free from defects, to include:

- Disfiguring knots
- Sun scald injuries
- Abrasions of the bark
- Plant diseases
- Insect eggs
- Borers
- Serious injuries to top branches, trunk, bark or roots

- Dried out roots
- Prematurely opened buds
- Thin or poor tops or root system
- Evidence of molding
- Dry, loose or broken ball of earth in B & B stock
- All other forms of infestation
- Conifers shall not be pruned for sale as Christmas trees

All plants shall be nursery grown unless otherwise indicated. They shall have been growing in similar climatic conditions as the location of the project for at least two years prior to the date of this contract.

All plants shall be nursery grown stock that has been transplanted or root pruned two or more times according to the kind and size of plant.

## **5. Health**

All plants, including their roots, shall be free from disease, insects, or other injurious qualities. The trunk bark of all the trees shall be sound. Trees shall have no large wounds, and any small wounds shall have satisfactory callus roll formed or forming over them. Plants shall show good annual growth. Buds shall be plump and well filled for species.

## **6. Stock Type**

Tree stock furnished balled and burlapped (B & B) shall be moved with a compact dug ball of earth so firmly wrapped in burlap that upon delivery the soil in the ball is still firm and compact about the small feeding roots. Each ball shall be of sufficient size to encompass all the fibrous feeding roots necessary to ensure successful recovery and development of the plant. The minimum sizes of balls, ball depth and diameters, and increased ball sized for collected stock shall be in accordance with Recommended Balling and Burlapping Specifications in the current edition of the American Standard for Nurserymen, Inc.

Tree stock furnished bare root shall have a heavy fibrous root system, which must be packed in a moist material such as shredded wood. Poorly packaged root systems, which arrive in a dried out condition, are subject to rejection.

## **7. Inspection and Tagging**

The Department/municipality reserves the right to tag and inspect all plants. All plants will be subject to inspection upon pickup of trees. The Department/municipality reserves the right to reject any trees that do not meet the specifications of this bid.

## **8. Proof of Nursery or Growers License**

If sourced from a Wisconsin grower/dealer, that business should be a DATCP-licensed grower or dealer of nursery stock. Provide proof that you have a nursery grower or dealers license. This can be as simple as providing your license number with your bid. This ensures that the stock meets standards for viability and freedom from pests and diseases. If the trees are purchased from an out-of state source, that source should be licensed in the state of origin, and all stock shipments must be accompanied by a Plant Health Certificate or Phytosanitary Certificate attesting that the nursery stock was inspected by a plant regulatory official in that state and is apparently free from pests and diseases.

**VENDOR INFORMATION**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

2. Name the person to contact for questions concerning this bid / proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

3. Any vendor awarded over \$50,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

State of Wisconsin

Department of Natural Resources  
Request for Bid No. D-017-20

**BID CHECKLIST**

Bidders are to complete, sign and return the following forms, and provide the information as required by the Special Conditions of Bid and the Specifications. Use the list below to check off the items as they are completed and as a mailing check list. A complete bid package must contain all the items listed below.

1. \_\_\_\_ DOA-3070, Request for Bid Form (signed)
2. \_\_\_\_ Bid Response Form
3. \_\_\_\_ DOA-3477, Vendor Information form
4. \_\_\_\_ All bidders must indicate on the outside of their response the bid number (D-017-20), date and time of bid opening (December 7, 2013 2:00 PM), and in large letters "SEALED BID ENCLOSED".
5. \_\_\_\_ Vendor Agreement – Cooperative Purchasing form DOA-3333
6. \_\_\_\_ Provide proof of Grower or Nursery License by providing number with bid.

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

## Vendor 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, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

**MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

**OPTIONAL:** 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 this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

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.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone (     )	
Address (Street)	City	State	ZIP + 4
Commodity/Service Trees		Request for Bid/Proposal Number <b>D-017-20</b>	