



May 18, 2026

**INVITATION TO BID: Request For Bid # 2226 5 - 2026 Work Trucks**

Dear Dealer,

Couleecap, Inc. is a non-profit corporation, which administers State, Federal and Local monies in conjunction with the State of Wisconsin's Weatherization Program. As part of this program, we will be purchasing **six (6) new – ½ ton work trucks and two (2) new ¾ ton work trucks**. Please accept this letter as an "**Invitation to Bid**" on our vehicle purchase.

Bid packets are posted for download on our website, [couleecap.org](http://couleecap.org) under Get Involved – Partner With Us, then scroll down the page to Bid Opportunities, or bid packets can be made available for pickup at our Westby office or mailed to you by request using the contact information below. Small and minority owned businesses and women's business enterprises are encouraged to bid.

**Bids are due before or no later than Thursday, May 28, 2026, 2:00 p.m.**

New vehicles are expected to be delivered within 30 days from notification of bid award and no later than June 30, 2026 to 201 Melby Street, Westby, WI 54667. Bids will be awarded in the best interest of the Agency, as determined by the Agency, per grand total cost of each category (1/2 ton and 3/4 ton), to the lowest responsible and responsive bidder(s) that can meet the specifications and requirements in this request for bids. All bidders will receive written Notice of Intent to Award. Questions concerning this request for bid should be directed to Colleen Smith using the contact information below.

Couleecap is not responsible for lost or misdirected bids.

Thank you,

*Colleen Smith*

Colleen Smith  
Inventory/Procurement Manager  
Couleecap, Inc.  
201 Melby Street  
Westby, WI 54667  
Phone: 608-424-5290  
Email: [colleen.smith@couleecap.org](mailto:colleen.smith@couleecap.org)



201 Melby Street, Westby, WI 54667 • Phone 608.634.3104 • Fax 608.634.3134 • [www.couleecap.org](http://www.couleecap.org)  
An equal opportunity employer and service provider. Auxiliary aids and services available upon request.

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

AGENCY: *Colleen Smith, Procurement Manager  
Couleecap, Inc.*

ADDRESS: *201 Melby Street  
Westby, WI 54667*

THIS IS NOT AN ORDER

**REQUEST FOR BID # 2226 5**

**2026 Work Trucks**

BIDDER ( NAME AND ADDRESS) (must be completed):

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **2226 5 - 2026 Work Trucks**. Late bids will be rejected. Bids shall be date and time stamped by the soliciting purchasing office on or before the date and time the bid is due. Bids dated and time stamped in another office may be rejected. Receipt of a bid by the mail system does not constitute receipt of bid by the purchasing office. Any bid that is inadvertently opened as a result of not being properly and clearly marked may be rejected. Bids shall 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 the person below for an appointment to view the bid record. Bids shall be firm for acceptance for 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

***Thursday, May 28, 2026, 2 pm***

Name (Contact for further information)

***Colleen Smith, Procurement Manager***

Phone 608-424-5290

Date of RFB Issue: 5/18/2026

Email: *colleen.smith@couleecap.org*

Quote Price and Delivery FOB

**201 Melby Street, Westby, WI 54667**

**Fax bids are not accepted.**

Description

**See sections 4- 6 and Attachment(s) for description of bid items.**

**ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS:**

In signing this section, we stipulate that this bid is predicated upon the terms and conditions of this RFB and any addenda or revisions thereof.

\_\_\_\_\_  
Name of Authorized Company Representative

\_\_\_\_\_  
Date

***Note: Signature also required at the bottom of this page.***

Payment Terms

Delivery Time

- We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

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 Agency and the Wisconsin Department of Administration 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

WISCONSIN WEATHERIZATION ASSISTANCE PROGRAM -  
REQUEST FOR BIDS (RFB) # 2226 5 – Work Trucks

**FOR: SIX 1/2 TON and TWO 3/4 TON PICKUP TRUCKS**

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**0.0 SUMMARY OF REQUEST FOR BID # 2226 5 – 2026 Work Trucks**

- A. PROCURING AGENCIES:** Couleecap, Inc. (Agency) a local administrative and executive weatherization service agency, works in conjunction with the State of Wisconsin’s Weatherization Assistance Program and intends to use the results of this bidding process to award a contract to a Vendor for **the purchase of six (6) new 1/2 ton pickup trucks and two (2) new 3/4 ton pickup trucks**. The Agency provides these services in the following area: Crawford, La Crosse, Monroe and Vernon counties.
- B. SCOPE:** The Agency intends to utilize this bid for all purchases for the **time period** (quantities as estimated in Attachment 3) from **May 28, 2026** through **June 30, 2026**. A one-year extension may be possible by mutual consent between the Agency and Vendor and prior approval from DOA. However, the Agency may bid out single jobs, or procure commodities, on an as-needed basis when deemed in the best interest of the Agency and the state.
- C. CALENDAR OF EVENTS:** Listed below are important deadlines for this RFB. In the event the Agency finds it necessary to change any of these dates and times, it will do so by issuing an addendum to the RFB.

<b>Event</b>	<b>Date</b>	<b>Time</b>
Agency issues RFB	<u>Monday, May 18, 2026</u>	8:00 am
Questions are due	<u>Monday, May 26, 2026</u>	8:00 am
Bidder Q&A posted to website	<u>Tuesday, May 27, 2026</u>	12:00 pm
Bids due from Vendors	<u>Thursday, May 28, 2026</u>	2:00 pm
Bid opening	<u>Thursday, May 28, 2026</u>	2:01 pm

- D. QUESTIONS:** Any questions concerning this RFB must be submitted in writing to **Colleen Smith, Procurement Manager, Couleecap, Inc.** (contact information listed below) on or before **Monday, May 26, 8 am** (See Section 2.6.) Written questions may be submitted by email or by standard mail.
- E. BIDDERS’ MEETING:** No bidders’ meeting will be held for this procurement. Send any questions related to this procurement in written form to Colleen Smith, Procurement Manager at [colleen.smith@couleecap.org](mailto:colleen.smith@couleecap.org) by the deadline on the calendar of events above. A written list of questions and answers will be posted to the Couleecap website, Couleecap.org under Get Involved, Partner With Us, then scroll down the page to Bid Opportunities.
- F. DUE DATE FOR BIDS:** Bidders must submit one original of all materials required for acceptance of their RFB by **Thursday, May 28, 2026, 2 pm** to name/address listed below.
- G. BID OPENING:** Bids will be opened **on Thursday, May 28, 2026, 2:01 pm** at the address listed below. Names of the bidders may be read aloud at that time. Presence is not required at the bid opening.
- H. METHOD OF AWARD:** The award will be made in the best interest of the agency, as determined by the agency, per grand total cost of each category, to the lowest responsible and responsive bidder(s) that can meet the specifications and requirements listed in this RFB.

<b>AGENCY USPS ADDRESS</b>	<b>AGENCY COMMON CARRIER ADDRESS</b>
Colleen Smith, Procurement Manager Couleecap Inc. 201 Melby Street Westby, WI 54667	Colleen Smith, Procurement Manager Couleecap, Inc. 201 Melby Street Westby, WI 54667
Phone #: 608-424-5290 Email: <a href="mailto:colleen.smith@couleecap.org">colleen.smith@couleecap.org</a>	

**0.1 CHECKLIST FOR BIDDERS** of new vehicle(s) (To Be Completed by Bidders)

- \_\_\_ **Bid meets the requirements and conditions set forth.**
- \_\_\_ **\*\* Receipt of addenda acknowledged (if applicable)**
- \_\_\_ **\*\* Submit signed cover page with bid**
- \_\_\_ **\*\* Bid Cost Sheets (Attachment 3) provided**
- \_\_\_ **\*\* Data specifications sheets for each appliance on which you are bidding.**
- \_\_\_ **\*\* Vendor Information form** (supplied with this bid package)
- \_\_\_ **\*\* Vendor Reference form** (supplied with this bid package)
- NA** **\* Provide written statement of what volume (quantity) of work vendor can handle and meet the bid requirements (see cost sheet)**
- NA** **Certificates for insurance and any required licenses must be provided by winning vendor within 5 working days following the Notice of Intent to Award.**

**\*\*These items are required with the submitted bid package.**

**All bids must be packaged, sealed and show the following information on the outside of the envelope:**

- Bidder name and address
- Request for bid title (2026 Work Trucks)
- Request for bid number (2226 5)
- Bid due date (May 28, 2026)

## 1. INTRODUCTION AND PURPOSE:

- 1.1. PURPOSE OF THE REQUEST FOR BIDS:** The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid.
- 1.2. REASONABLE ACCOMMODATIONS:** The Agency will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact the Agency Representative.
- 1.3. CANCELLATION AND TERMINATION:** The Agency reserves the right to cancel the resulting contract/ agreement, for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the Agency's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the Agency, times the corresponding payment for completion of such work as set forth in the Agency's order(s). For information on breach of contract and effects of cancellation and termination or other expiration on the contract/agreement, see Appendix B.

## 2. BID PROCEDURES AND INSTRUCTIONS:

### 2.1. METHOD OF BID:

Vendors must submit one original (marked as such) and one copy of all materials required for acceptance of their bid by the deadline shown in the Summary.

An authorized Agency Representative must receive and date/time-stamp all bids prior to the Agency's bid opening time. Bids not so stamped will be considered late. **LATE BIDS WILL NOT BE ACCEPTED OR OPENED.** (If the bid arrives after the due date and time, the purchasing office will stamp or write on the bid envelope the date and time of receipt and retain it in the bid file unopened, or return it unopened to the bidder. It cannot be accepted, but a record will be kept in the bid file of its late receipt and its disposition.)

All bids must be packaged, sealed, and show the following information on the outside of the package:

- Vendor's Name and Address
- Request for Bid Title
- Request for Bid Number
- Bid Due Date

**2.2. CALENDAR OF EVENTS:** In the event that the Agency finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFB.

**2.3. FORMAT OF BID:** Vendors responding to this RFB must comply with the following format requirements:

- a) **SIGNED REQUEST FOR BID SHEET:** Include here the signed Request for Bid sheet (page 1 of this RFB package) included with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

- b) **Agency's Terms and Conditions:** These standard and supplemental terms and conditions shall govern this bid and subsequent award. Vendors must accept these terms and conditions **or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any vendor contracts. Submission of any standard vendor contracts as a substitute for language in the**

**terms and conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal.** The Agency reserves the right to negotiate contractual terms and conditions other than those in the Agency Contract when it is in the best interest of the Agency to do so.

- c) **ADDITIONAL INFORMATION:** Include here the completed Vendor Information and Vendor Reference forms and any other forms required in the bid. Include all additional information that will be essential to an understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.
- d) **COST INFORMATION:** Provide cost information on the Request for Bid sheet or the cost sheets included in this RFB. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

**2.4. 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.

- a) NOTE: If multiple bids are submitted and a vendor's multiple bids are the lowest-priced bids (e.g., low bid #1, 2nd lowest bid #2, 3rd lowest bid #3, 4th lowest bid is from a different vendor), the vendor with multiple bids must honor the prices of their lowest bid.
- b) If the Agency intends to award multiple bids (see Method of Award in 0.0 Summary of RFB), section 2.4.a), above, applies. The vendor must honor their lowest bid price and their succeeding lowest-price bids will be rejected for the purposes of awarding to multiple vendors.

**2.5. INCURRING COSTS:** Neither the Agency or the State of Wisconsin is liable for any cost incurred by a vendor in the process of responding to this RFB.

**2.6. QUESTIONS:** Any questions concerning this RFB must be submitted in writing on or before the date listed in the Summary. Vendors are expected to raise any questions, exceptions or additions they have concerning the RFB document at this point in the RFB process. If a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, the Vendor should immediately notify the Agency Representative 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, an addendum will be made available either electronically or hard copy.

From the date of release of this RFB until a Letter of Intent is issued, all contacts with the Agency personnel regarding this RFB shall be made through the Agency's Representative. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.

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

**2.7. NEWS RELEASES:** News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the Agency and the State of Wisconsin.

**2.8. BIDDERS MEETING:** No bidders meeting will be held for this procurement. Send any questions related to this procurement in written form to Colleen Smith, Procurement Manager at [colleen.smith@couleecap.org](mailto:colleen.smith@couleecap.org).

### **3. BID ACCEPTANCE, EVALUATION AND AWARD:**

**3.1. BID OPENING:** Bids will be opened on the date specified in the Summary. Names of the bidders may be read aloud at that time.

**3.2. BID ACCEPTANCE:** Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the Agency. The Agency may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The Agency 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 Agency. The Agency shall be the sole judge as to compliance with the instructions contained in this RFB.

**3.3. BID EVALUATION:** Bids will be evaluated by the Agency's purchasing agent and program manager to verify that they meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the Agency of Wisconsin.

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

**3.4. NOTIFICATION OF INTENT TO AWARD:** Any vendors who respond to this RFB with a bid will be notified in writing of the Agency's intent to award the contract(s) as a result of this RFB.

After notification of the intent to award is made, copies of bids will be available for public inspection (under the supervision of the Agency's staff) between the hours of 8:00 am – 4:30 pm, Monday through Thursday. Vendors should schedule reviews with the authorized Agency Representative to ensure that space is available for the review.

**3.5. APPEALS PROCESS:** The appeals procedure applies to only those requests for bids that are greater than \$25,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes, Wisconsin Administrative Code provisions and/or Department of Energy regulations that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with:

USPS ADDRESS

**Hetti Brown, Executive Director**  
Couleecap, Inc.  
201 Melby Street  
Westby, WI 54667

COMMON CARRIER ADDRESS

**Hetti Brown, Executive Director**  
Couleecap, Inc.  
201 Melby Street

Phone: 608-455-0430      [hetti.brown@couleecap.org](mailto:hetti.brown@couleecap.org)

and received in his/her office no later than five (5) working days after the notices of intent to award are issued.

The written protest must be received in his/her office no later than ten (10) working days after the notices of intent to award are issued.

#### 4. TECHNICAL PERFORMANCE REQUIREMENTS

**4.1** Vendor must be a manufacturer's factory authorized dealer.

**4.2** The vendor will furnish standard manufacturer's warranty with invoice for each vehicle.

**4.3** All items bid shall be manufacturer's current production products. Vendors will provide, at time of bid, the most recent descriptive literature, including specifications, on the vehicles that the dealer proposes to furnish.

**4.4** Quantities: In addition to immediate quantities, the agency may purchase as needed, additional quantities of vehicles. The agency reserves the right to re-bid additional quantities if such action is deemed in the best interest of the agency or the State of Wisconsin.

**4.5** The vendor will allow the receiving agency five (5) business days following delivery of the vehicle to review and inspect the vehicle before acceptance occurs. If the receiving agency does not notify the vendor within five (5) business days, the vendor may assume that the vehicle is acceptable.

**4.6 NEW VEHICLE DELIVERY AND SERVICE:** Prior to the delivery, the vendor must service completely the vehicle in accordance with the manufacturer's standard new truck "Make-Ready" (i.e., ready for agency delivery) requirements.

- Crankcase, differential, transmission and transfer case, if applicable, must be filled to capacity as recommended by the manufacturer.
- Vehicle must contain 1/4 tank of gasoline/fuel when delivered.
- Vehicle shall contain a pre-delivery check sheet showing the operations that have been performed on the vehicle by the vendor.
- Vehicles must be clean with all stickers removed from the body/shield prior to delivery with the exception of any sticker required by law (Manufacturer's Suggested Retail Price Label).

- Vehicle must be hoisted on a lift rack at the dealership and the underside inspected completely prior to delivery. The vendor must note that this inspection has been performed on the pre-delivery inspection sheet.
- Manufacturer "line sheet" must accompany vehicle at time of delivery.

Factory pre-delivery condition is not acceptable. Vehicles not properly dealer prepared will not be accepted and will be returned to the vendor at vendor's expense. Agency representatives are instructed to reject any vehicle that does not have a pre-delivery inspection sheet with it at the time of delivery or does not otherwise meet minimum preparation requirements, including 1/4 tank of gas or fuel.

In such case where the location of the dealer who initially serviced the vehicle makes it impractical to perform subsequent checkup service, the vendor is responsible to arrange for the manufacturer's "Make-Ready" check up service.

- 4.7 NAMEPLATES, ETC.:** Vendor nameplates, decals, etc., denoting vendor may not be affixed in any manner whatsoever to any vehicle(s) delivered; photographs of vehicle with identification decals are not permissible.
- 4.8 FREIGHT:** If a freight increase occurs prior to the delivery of any vehicle, the increase is the vendor's expense.
- 4.9 DELIVERY/ACCEPTANCE:** All vehicles shall be delivered to the agency listed on the Purchase Order no later than June 30, 2026. There shall be no charge for delivery; the vendor shall notify the Agency Procurement Officer and/or Program Manager of the time of delivery, prior to physical delivery. Vendor will not be held responsible for non-delivery under the following circumstances only:
  - 1) Strikes
  - 2) Acts of God - fire, lightning, storms, epidemics, etc.
  - 3) Lockouts
  - 4) Riots, insurrections, etc

**5. VENDOR PERFORMANCE REQUIREMENTS:**

- 5.1.** All proposed equipment must be capable of performing at an effectiveness level in accordance with manufacturer's specifications.
- 5.2.** All proposed equipment must be capable of performing all operations in accordance with manufacturer's advertised data sheets and technical publications.
- 5.3. FACTORY INSTALLATION:** All vehicles must be manufacturer base models with specified options added. Options that are available from the factory must be factory installed. Exceptions to this clause must be noted in writing if factory installation is not available. When factory installation of a required specification or option item is not available, an up-grade of factory-installed equipment is required rather than a dealer-installed substitute.
- 5.4. STANDARD EQUIPMENT REQUIRED:** All vehicles must have all standard equipment as stated in retail vehicle brochures and sales catalogs, plus the standard accessory items stated herein. Do not delete standard features in favor of a cheaper non-standard feature. Any deletions of options from packages are not acceptable. The only exception to this rule is any devices such as "subscription services, and telemetric devices".
- 5.5. DEFECTIVE PRODUCT:** Any product determined at inspection to be defective shall be returned and replaced at vendor's cost.
- 5.6. SAFETY FEATURES:** All vehicles must comply with the Federal Standard Safety Devices for Automotive Vehicles, which became mandatory on January 1, 1969, and subsequent addenda. THE WINDOW STICKER LISTING STANDARD EQUIPMENT AND OPTIONS ALONG WITH THE PRICES MUST BE REMOVED FROM THE WINDOW, BUT LEFT IN THE VEHICLE ITSELF.
- 5.7.** Failure to comply with any of the specifications/special conditions will be sufficient reason for termination of agreement with the Vendor. First infraction: Vendor will be notified in writing of possible suspension. Second

infraction: The Vendor agreement will be terminated and Vendor will be removed from the state wide weatherization agency bidder's list for a period of 2 to 5 years.

5.8. See ATTACHMENTS 4A and 4B - Vehicle Specifications for information on vehicle type.

## 6. SUPPORT and OTHER REQUIREMENTS:

All requirements in this section are mandatory.

6.1. Vendor will correct or have corrected any substandard work as requested by the Agency. Such work shall be at no extra cost to the Agency.

## 7. COST INFORMATION

Bidders are to submit pricing on the cost sheet provided.

7.1. Pricing for additional options: Any Equipment Options ordered and not listed as part of "Vehicle Specifications" found in Attachment 4 shall be priced at dealer invoice price or less.

7.2. Please supply Model Year 2026 or newer pricing for all vehicles listed on the bid cost sheet (Attachment 3).

7.3. Place any exceptions and delineate any additional costs or price concessions associated with any substitutions in the space provided on the attached Cost Sheet.

7.4. Pricing must remain fixed for as long as the make, model and Model Year bid are ordered within manufacturer production time frames. Price increases are limited to documented industry and manufacturer price increase for the life of the contract, contract renewal, and extensions. Price increases must be submitted to the Agency's Procurement Officer and/or Program Manager. Price increases are approved at the discretion of the Agency with notification of such being sent to the State of Wisconsin Division of Energy, Housing and Community Resources. Increases shall not affect any orders written prior to the effective date of the increase.

## 8. REQUIRED FORMS

The following forms must be completed and submitted with the bid in accordance with the instructions given in **Section 2.3**. Blank forms are attached following the appendices. Also see Bidder Checklist in section 0.1

Request for Bid sheet (cover)

Vendor Information form (Attachment 1)

Vendor Reference forms (Attachments 2A and 2B)

Cost Sheet (Attachment 3)

Specification sheets for each vehicle in your bid. Specification sheets shall list all required specifications listed in Attachment 4, at a minimum.

## 9. TERMS AND CONDITIONS

The Agency reserves the right to incorporate standard Agency contract provisions into any contract negotiated with any bid submitted responding to this RFB. Failure of the successful bidder to accept these obligations in a contractual agreement may result in cancellation of the award. Terms and conditions include:

Appendix A – Special Terms and Conditions

Appendix B – Standard Terms and Conditions

Appendix C – Supplemental Terms and Conditions



### BIDDING INSTRUCTIONS

<u>Item</u>	<u>Title</u>	<u>Note for Bid Submittal</u>
1.	Page 1 of RFB Document	<b>Required</b> to fill out and submit with bid.
2.	Attachment 1, 2A and 2B – Vendor Information Forms	<b>Required</b> to fill out all and submit with bid.
3.	Attachment 2 – Vehicle Specifications	Review thoroughly. Do not send with bid.
3.	Attachment 3 – Cost Sheets – Categories 1 and 2	<b>Required</b> to submit with bid.
4.	Attachments 4A and 4B – Vehicle Specifications	Review thoroughly. Do not send with bid.
5.	Appendix A – Part A State of Wisconsin Terms and Conditions	Review all pages thoroughly. Do not send with bid.

**Required - Submit Specifications for each vehicle with your bid** – Specifications must show all Minimum Required Specifications listed in Attachment 2. The window sticker may be considered a valid listing of specifications as long as it includes details of **ALL** required specifications in this bid request. See Attachments 2A and 2B – Vehicle Specifications.

#### Cost Sheets:

We are requesting bids for six ½ ton trucks and two ¾ ton trucks in the request for bids. Bidders may bid on all vehicles or only the ½ ton or only the ¾ ton trucks, but bidders must bid on all vehicles on that cost sheet, meaning if bidding on only ½ tons, bidder must bid on all six ½ ton trucks on that cost sheet. If a bid is not received for all vehicles on the cost sheet, the next to lowest responsible and responsive bidder will be offered the award. Vehicles bid are not brand name specific. You have the option to bid on different models if necessary.

Bids will be awarded in the best interest of the Agency, as determined by the Agency, per grand total cost of each category, to the lowest responsible and responsive bidder(s) that can meet the specifications and requirements in this Request for Bids. Category 1 is the ½ ton trucks. Category 2 is the ¾ ton trucks. Bids will be awarded per Category.

Review Attachment 4 Vehicle Specifications before bidding. Bids must meet minimum required specifications or better to be considered a responsive bid. There are separate specifications for the ½ ton and the ¾ ton trucks.

Complete all areas of the cost sheet for every vehicle you are bidding on (price, year, make, model, mileage, grand total). Identify if you can deliver by time requested and the anticipated delivery dates of all vehicles. Sign and date cost sheet.

Vehicle bids must include title, license, delivery costs and no tax is allowed. Couleecap is tax exempt. Winning bidder will receive Couleecap's tax exempt certificate.

New vehicles must be delivered within 30 days of receipt of Notification of Award and no later than June 30, 2026. Enter the anticipated delivery date(s) of all vehicles bid on the Cost Sheet. Preference will be given to vehicles available by the time requested, but the delay does not exclude you from bidding or a possible bid award.

## Attachment 1 - Vendor Information Form

AGENCY NAME Couleecap, Inc.

Bid # 2226 5  
2026 Work Trucks

<b>Bidder/Vendor Company Name:</b>			
<b>Provide information for person authorized to complete and sign binding contracts</b>			
Name of Owner/President/CEO			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
<b>Provide information for person authorized to answer questions or clarify bid/proposal</b>			
Name			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
<b>Company Transactions</b> – Provide information for person the Agency is to contact concerning orders and billings, and to receive Agency purchase orders			
Name			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
<b>Company HR - Services/installation contracts only:</b> Any Vendor/Contractor awarded over \$50,000 on this contract must submit Affirmative Action information to the Agency. Provide information for the Personnel/Human Resource manager or other person responsible for company Affirmative Action plans.			
Name	N/A		
Address (include Zip + 4)	N/A		
E-mail	N/A	Office Phone#	N/A
Job title/position	N/A	Cell Phone#	N/A

## Attachment 2A - Vendor Reference Form (Client)

AGENCY NAME Couleecap, Inc.

Bid # 2226 5  
2026 Work Trucks

<b>References for Bidder/Vendor:</b>			
<p>Provide company or client information for customers purchasing three (3) or more installations or contracts for product(s) and/or service(s) similar to those included in this RFB, within the past three (3) years. If any third party/sub-contractor(s) will be used to fulfill the terms of a contract awarded in accordance with this bid, duplicate this page to provide required information for any and all subcontractor parties.</p> <p>By providing these references, Bidder/vendor authorizes any person/company named as a reference to provide to the Agency all reasonable and customary business reference information regarding the bidder. The provision of references constitutes permission for the companies/persons to provide, and the Procurement Manager to receive, any information deemed to be necessary to assess whether the bidder can meet the requirements of this RFB. Information provided that is deemed to be confidential shall be identified as such when provided, and the Procurement Manager shall maintain the confidentiality of all information so designated.</p>			
<b>#1 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No.	
<b>Product(s)/Service(s)</b> (describe)			
<b>#2 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No.	
<b>Product(s)/Service(s)</b> (describe)			
<b>#3 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No	
<b>Product(s)/Service(s)</b> (describe)			
<b>#4 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No	
<b>Product(s)/Service(s)</b> (describe)			
<b>#5 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No	
<b>Product(s)/Service(s)</b> (describe)			

## Attachment 2B - Vendor Reference Form (Financial)

AGENCY NAME Couleecap, Inc.

Bid # **2226 5**  
**2026 Work Trucks**

<b>References for Bidder/Vendor:</b>			
<p><b>Financial information:</b> Provide contact information for credit references, (financial institutions, equipment wholesalers, etc.) that may be contacted to verify financial stability.</p> <p>By providing these references, Bidder/vendor authorizes all persons/companies named as a reference to provide to the Agency all reasonable and customary business reference information regarding the bidder.</p>			
<b>#1 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No.	
Description of work			
<b>#2 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No.	
Description of work			
<b>#3 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No	
Description of work			
<b>#4 Company Name</b>			
Address (include Zip + 4)			
Contact Person		Phone No	
Description of work			

**ATTACHMENT 3 - COST SHEET - CATEGORY 1**  
**1/2 TON WORK TRUCKS**

VEHICLE #1	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 1/2 Ton Extended Cab Truck	1					

VEHICLE #2	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 1/2 Ton Extended Cab Truck	1					

VEHICLE #3	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 1/2 Ton Extended Cab Truck	1					

VEHICLE #4	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 1/2 Ton Extended Cab Truck	1					

VEHICLE #5	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 1/2 Ton Extended Cab Truck	1					

VEHICLE #6	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 1/2 Ton Extended Cab Truck	1					

<b>GRAND TOTAL COST OF ALL SIX 1/2 TON TRUCKS:</b>	
--	--

Bidder Comments, if any:

We need possession of all vehicles no later than June 30, 2026. Can you provide all trucks above within this timeframe? Enter yes or no here: \_\_\_\_\_

Enter anticipated delivery date(s) here: \_\_\_\_\_

By signing below, bidder confirms that all vehicles bid meet the minimum required specifications listed on Attachment 4 - Vehicle Specifications and all vehicles can be delivered per dates stated above.

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Bidder Name (please print)

\_\_\_\_\_  
Date

**ATTACHMENT 3 - COST SHEET - CATEGORY 2**  
**3/4 TON WORK TRUCKS**

VEHICLE #1	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 3/4 Ton Crew Cab 4WD Truck	1					

VEHICLE #2	QTY	PRICE	YEAR	MAKE	MODEL	MILEAGE
New 3/4 Ton Crew Cab 4WD Truck	1					

<b>GRAND TOTAL COST OF BOTH 3/4 TON TRUCKS:</b>	
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Bidder Comments, if any:

We need possession of all vehicles no later than June 30, 2026 . Can you provide all trucks above within this timeframe? Enter yes or no here: \_\_\_\_\_

Enter anticipated delivery date(s) here: \_\_\_\_\_

By signing below, bidder confirms that all vehicles bid meet the minimum required specifications listed on Attachment 4 - Vehicle Specifications and all vehicles can be delivered per dates stated above.

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Bidder Name (please print)

\_\_\_\_\_  
Date



## Attachment 4A – Vehicle Specifications – ½ Ton Truck

### New ½ Ton Extended Cab Truck

#### Typical Vehicles:

Ford F150 XL SuperCab  
Chevrolet Siverado 1500 Extended Cab  
GMC 1500 Extended Cab  
Dodge Ram 1500 Tradesman Quad Cab

The vehicles listed above are examples and are for reference only. Bidding with equivalent or better models is acceptable and encouraged. All vehicles must meet required specifications listed below.

#### Minimum Required Specifications:

- New Vehicle
- Extended Cab / Double Cab
- Short Box
- 4x4 Drive Train
- 2.7 Liter or Larger Gas Engine
- All Season Tires
- Power Steering
- ABS Brake System
- Dual Outside Mirrors
- Cloth Interior Seat and Trim Package
- Cruise Control
- Air Conditioning
- Intermittent Wipers
- Tilt Steering Wheel
- AM/FM Radio
- Remote service systems such as subscription radio, “On-Star” or any other type of subscription devices or services shall not be activated.

Bidder shall submit a comparable listing of vehicle specifications with bid submittal for each vehicle bid on. The specification list shall include all required specifications listed above, at a minimum. The window sticker may be considered as an acceptable specification list if it includes all required specifications, at a minimum.



## Attachment 4B - Vehicle Specifications – 3/4 Ton Truck

### New 3/4 Ton Crew Cab Heavy Duty 4WD Truck

#### Typical Vehicles:

Ford F-250  
Chevrolet Silverado 2500 HD  
GMC Sierra 2500 HD  
Dodge Ram 2500

The vehicles listed above are examples and are for reference only. Bidding with equivalent or better models is acceptable and encouraged. All vehicles must meet required specifications listed below.

#### Minimum Required Specifications:

- New Vehicle
- Crew Cab
- Minimum 6 Foot Box
- Four Wheel Drive
- V8 Gas Engine
- 350 Horsepower Minimum with Minimum Hitch Towing Capacity of 14,000 lbs.
- Transmission: Automatic with overdrive
- Limited slip or posi-traction with 3.5 gears or comparable for towing
- Heavy Duty Trailering Equipment-Trailering Hitch Platform, 2.5" Receiver with 2" adapter, 7 wire harness, integrated trailer brake controller
- Power Steering
- ABS Brakes (4 Wheel Anti-Lock)
- Dual Outside Mirrors – Extendable for Towing
- Cloth or Vinyl Interior
- Vinyl or Rubber Flooring
- Cruise Control
- Air Conditioning
- Intermittent Wipers
- Minimum One 12 volt Electric Power Port
- Tilt Steering Wheel
- AM/FM Radio
- Remote service systems such as subscription radio, "On-star" or any other type of subscription devices or services shall not be activated.

Bidder shall submit a comparable listing of vehicle specifications with bid submittal for each vehicle bid on. The specification list shall include all required specifications listed above, at a minimum. The window sticker may be considered as an acceptable specification list if it includes all required specifications, at a minimum.

## 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 industrywide. 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.

## Standard Terms and Conditions (Request for Bids / Proposals)

- 15.0 APPLICABLE LAW AND COMPLIANCE:** 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 fifty (50) 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.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 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.

## Standard Terms and Conditions (Request for Bids / Proposals)

- 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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 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 chemical, 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.

# Standard Terms and Conditions (Request for Bids / Proposals)

## PART B - SUPPLEMENTAL TERMS AND CONDITIONS (REV.05/05/2017)

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the Agency that no relationship exists between the potential

contractor and the procuring or contracting Agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a Agency contract. The Agency, with approval from the State of Wisconsin, may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the Agency.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting Agency or has interests that are adverse to the contracting Agency. The Agency, with approval from the State of Wisconsin, may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the Agency.

**4.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing Agency of such person or persons and of the contracting Agency.

**5.0 RECORDKEEPING AND RECORD RETENTION:**

**5.1** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with federal, Agency and local ordinances.

The Agency and the state shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor (and any subcontractors) will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

Note that if any litigation, claim or audit is started at the Agency before the expiration date of the 3-year period, the contractor shall be notified by the Agency and shall retain records until all litigation, claims or audit findings involving records have been resolved and final action taken.

**6.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Agency. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor

## Standard Terms and Conditions (Request for Bids / Proposals)

and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Agency.

**7.0 NON-PERFORMANCE BY CONTRACTOR:** If the contractors and/or subcontractors do not fulfill obligations of this contract, they may be removed from the bidder's list for a period of 2 to 5 years.

**8.0 BRAND NAME OR EQUAL:**

**8.1** The bidder shall list brand names and stock numbers for all exchanges. Substitutions are expected to be equal to or exceed the quality of specified items. The Agency has the right to reject any or all substitutions that do not meet minimum material standards.

**8.2** If items called for by this RFB have been identified in the Schedule by a "brand name or equal" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bids, and are determined by the Agency to meet fully the salient characteristic requirements referenced in the Invitation for Bid.

**8.3** 3054 in his/her bid that he/she is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the Invitation for Bid.

**8.4** If the Bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bid, he/she shall:

- Include in his/her bid a clear description of such proposed modifications.
- Clearly mark any descriptive material to show the proposed modifications.

**8.5** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the RFB will not be considered.

**9.0 ONLY RECOURSE FOR PAYMENT IS WEATHERIZATION AGENCY:** By agreeing to perform weatherization work the Vendor agrees to the following terms and agrees to pass along the following requirements to their suppliers and any subcontractors:

**9.1** The Vendor agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.

**9.2** The Vendor shall not file, suffer or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from the weatherization agency.

**9.3** When specified in the RFB, signed lien waivers for each individual work location/property are required (when the property to receive the improvement is identified) from all parties providing any labor and materials, including the Vendor, subcontractors and suppliers. The Vendor agrees to inform any party

supplying labor and/or material to an identified property, prior to engaging such parties in providing weatherization services, that lien waivers are required in order for the Vendor to invoice the weatherization agency for the job.

**10.0** Any lien notice action by a Vendor, and/or any of their subcontractors and/or material suppliers, against a property owner shall be considered non-performance by the terms and conditions of this contract, and the Vendor may be removed from the statewide weatherization agency bidder's list for a period of 2 to 5 years, as may any subcontractors and suppliers that take such action.

**11.0 PAYMENTS OWED BY VENDOR:** By engaging in a contract with the weatherization agency, the Vendor agrees that if they do not pay for materials and labor taking place through this weatherization contract, the weatherization agency has the option to use payments owed to the Vendor to pay such subcontractors and suppliers.

**12.0** The Agency reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor if any lien notice action is taken by the Contractor, and/or any of their subcontractors and/or material suppliers, against a property owner.

**13.0 Confidential, Proprietary, and Personally Identifiable Information:** The contractor shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") such as customer name and address for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder.

**13.1** The Contractor shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

**13.2** Contractor shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

**13.3** Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

**14.0 LEAD SAFE REQUIREMENTS - WEATHERIZATION PROGRAM:** Whenever paint is disturbed in a dwelling constructed prior to 1978 that is not certified as lead-free, or painted surfaces to be disturbed have not tested free of lead, applicable lead safe requirements shall be followed. For such work, contractors shall demonstrate compliance with training and any related certification requirements,

## Standard Terms and Conditions (Request for Bids / Proposals)

work practices, and documentation requirements. Contractors shall comply with current regulations of all authorities having jurisdiction.

**14.1 Weatherization Program Requirements:** When a painted area disturbed is 6 ft<sup>2</sup> or less of interior surface per room or 20 ft<sup>2</sup> or less of exterior surface, and does not involve window replacement or demolition, lead safe setup, containment, and cleanup procedures shall be followed. Contractors shall document that lead safe work was performed by photo-graphing setup, containment, and cleanup procedures.

**14.2 DHS Requirement:** When a painted area disturbed is more than 6 ft<sup>2</sup> of interior surface per room, more than 20 ft<sup>2</sup> of exterior surface, or involves window replacement or demolition, a Department of Health Services (DHS) Certified Lead Safe Renovator shall be onsite to ensure proper setup, containment, and cleanup procedures are followed and a Wisconsin Weatherization Assistance Program Renovation Recordkeeping Checklist shall be completed for each job. Contractors shall document that lead safe work was performed by photographing setup, containment, and cleanup procedures.

**15.0 ASBESTOS - WEATHERIZATION PROGRAM:** Contractors may encounter asbestos containing materials (ACM), or suspect ACM, during work on a weatherization job. Contractors shall comply with current regulations of all authorities having jurisdiction. According to the Wisconsin Department of Health Services (DHS), all building components except for metal, glass, wood, and fiberglass shall either be assumed to contain asbestos or proven not to contain asbestos through bulk sampling by a certified Asbestos Inspector and analysis by an accredited laboratory. Photo documentation of asbestos containment and safety practices is required.

**15.1 Operations and Maintenance (O&M)** Any worker who may disturb known or suspect ACM while performing contracted work shall complete O&M training, which allows no more ACM to be disturbed or incidentally removed than would fit into a 60" by 60" glove bag, properly filled and sealed.

**15.2 Work Exceeding O&M Limits:** If greater amounts of known or suspect ACM will be disturbed during contracted work, additional training and DHS certifications are required, including certification as Asbestos Company. Work exceeding the O&M limits shall be performed by individuals with DHS Asbestos Worker certification at minimum, and shall be supervised by a DHS certified Asbestos Supervisor.

**15.3 Working with Transite (slate) Siding or Stucco Siding:** Disturbance of these materials always requires DHS certification, regardless of the amount disturbed. Disturbance of slate siding requires an Exterior Asbestos Worker and/or an Exterior Asbestos Supervisor (the regular Asbestos Supervisor certification also allows for disturbance of slate siding). Stucco may only be disturbed by someone with Asbestos Worker

certification (supervised by an Asbestos Supervisor) or an Asbestos Supervisor.

**16.0 ASBESTOS – HE+ Program Services HVAC:** Contractors may encounter asbestos containing materials (ACM), or suspect ACM, during work on an HE+ Program Services HVAC job. Contractors shall comply with current regulations of all authorities having jurisdiction.

**16.1 Operations and Maintenance (O&M):** The Occupational Safety & Health Administration (OSHA) requires any worker who will disturb known or suspect ACM while performing contracted work shall complete O&M training, which allows no more ACM to be disturbed or incidentally removed than would fit into a 60" by 60" glove bag, properly filled and sealed.

**16.2 Work Exceeding O&M Limits:** If greater amounts of known or suspect ACM will be disturbed during contracted work, additional training and DHS certifications are required, including certification as Asbestos Company. Work exceeding the O&M limits shall be performed by individuals with DHS Asbestos Worker certification at minimum, and shall be supervised by a DHS certified Asbestos Supervisor.

**17.0 Byrd Anti-Lobbying Amendment (31 U.S.C 1352):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.