



October 8, 2026

Invitation to Bid

Dear Safety Supplies Vendor,

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 are currently seeking bids for the purchase of personal protection items.

Please accept this letter as an "Invitation to Bid" on the Personal Protection Items contract. The successful bidder will be awarded purchases made by Couleecap from January 1, 2027 through December 31, 2027 and the contract may be renewed for up to two (2) additional, one (1) year periods by mutual written consent of both parties. The bid packet is included with this letter, and will also be available on our website, couleecap.org under Get Involved, Partner With Us, Bid Opportunities beginning Thursday, October 8, 2026.

Completed Bids must be received at Couleecap by 2:00 pm on Tuesday, November 10, 2026. You must complete and submit all required documents by the due date and time for your bid to be considered. No late bids can be accepted. Bids can be submitted through email to colleen.smith@couleecap.org or by standard mail to the attention of Colleen Smith, 201 Melby Street, Westby, WI 54667.

All bidders will receive written Notice of Intent to Award.

Please thoroughly review all documents prior to submitting your bid. If you have any questions, please feel free to contact me by email or by phone using the contact information below. We look forward to receiving your bid.

Respectfully,

Colleen Smith

Colleen Smith
Inventory Manager
201 Melby St
Westby, WI 54667
608-424-5290
colleen.smith@couleecap.org

Enclosures: Personal Protection Items Bid Package # 2227 10





201 Melby Street, Westby, WI 54667

Personal Protection Items Request For Bid # 2227 10

Contents of Bid Package

Item	Title	Notes for bid submittal
1	Attachment 1 – Vendor Information Form	- Required to fill out/submit with bid
2	Attachment 2 - Bidding Instructions	- Required to review, sign at bottom and submit with bid
3	Attachment 3 - Cost Sheet	- Required to complete, sign at bottom and submit with bid
4	Appendix A-Wisconsin Weatherization Assistance Program Terms and Conditions	- Review all pages thoroughly before bidding. Do not send with bid
	• Required - Include specification sheets with your bid for each item bid on. The specification sheets submitted should fully document that the item bid meets or exceeds all required specifications listed on the Attachment 3-Cost Sheet.	

Submit completed bids to:

By email: colleen.smith@couleecap.org

or

By standard mail to:

Couleecap, Inc.

Attn: Colleen Smith

201 Melby Street

Westby, WI 54667

Completed bids are due to Couleecap no later than Tuesday, November 10, 2026. Late bids will not be accepted.

Attachment 1 - Vendor Information Form

AGENCY NAME Couleecap, Inc.

Bid # 2227 10

Personal Protection Items

Bidder/Vendor Company Name:			
Provide information for person authorized to complete and sign binding contracts			
Name of Owner/President/CEO			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
Provide information for person authorized to answer questions or clarify bid/proposal			
Name			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
Company Transactions – 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#	
Company HR - Services/installation contracts only: 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

*Review before submitting your bid***Attachment 2 – Bidding Instructions**

1. Couleecap shall make every attempt to order in case quantity, however **no minimum order (either quantity or price) shall apply**.
All products shall be delivered, freight pre-paid, and with **no delivery or surcharges** to:
Couleecap Inc.
Warehouse Loading Dock
201 Melby Street
Westby, WI 54667
2. Delivery receiving shall occur Monday – Thursday (excluding holidays) between 7:30 and 4:30 PM.
3. Deliveries must be made to our door – we do not unload trucks. Deliveries must be received and signed for by a Couleecap employee.
4. All orders must be received within 14 calendar days of order date.
5. Bidder/awardee is responsible for replacement, at no cost to Couleecap, for any damaged items as a result of shipping. Please include adequate packaging in your bid. Shipped replacements of damaged items must be received, freight pre-paid, by Couleecap within 14 days of notification by Couleecap.
6. Couleecap reserves the right to make mathematical corrections if inaccuracies are found, to contact bidders for clarifications, or to request additional information when minor omissions (must be un-related to any bid pricing) occur. Bids must be received by the bid due date to be considered valid for a possible award.
7. Equivalent items listed in Attachment 3 – Cost Sheet are for reference only and bidding with equal (or better) items is acceptable and encouraged. However, the respirator cartridges and filters must be compatible with our 3M6000 series respirators.
8. Items should be made of recycled materials when possible.
9. Include specification sheets with your bid for every item bid on. The specification sheets should fully document that the item bid meets or exceeds all required specifications listed on Attachment 3 - Cost Sheet.
10. Estimated annual quantities are for bidding purposes only. Actual usage may vary, without penalty to Couleecap.
11. You may bid on any, all or a combination of items on Attachment 3 - Cost Sheet. Bids will be awarded per line item. All costs must include delivery. No extra delivery charges will be allowed. For each line item you wish to bid on, complete the item manufacturer, model, cost per unit and extended total boxes. Sign and date the bottom of page 3 of the Cost Sheet.
12. METHOD OF AWARD: The award will be made in the best interest of the agency, as determined by the Agency, **based upon a line-item by line-item basis**, to the lowest responsible bidder(s) that meet(s) the requirements listed in this RFB. There may be multiple awardees.
13. The contract shall be in effect for a period of one year. The contract may be renewed for two, one-year periods by mutual written consent of both parties.

Bidder's Signature _____

Date _____

Bidders may bid on any number of items listed; there is no requirement to bid on all items. Awards will be per line item to the lowest bidder that meets specifications.

Estimated quantity per year is only an estimate. The actual number ordered may be higher or lower. - **Remember to include specification sheets with your bid for each item bid on.**

Items listed are our most frequently used items. If awarded a bid, we may order other items you offer also, on an as needed basis, at your normal price.

When bidding pay attention to UNIT. Cost per Unit may be each or pair. - Please bid items that are not frequently on back order for extended periods of time. We need when we order.

All bid pricing must include delivery costs. No extra delivery charges will be allowed. Review Attachment 2 - Bidding Instructions before completing Cost Sheet.

Item #	Item Description	Required Specifications Items bid must meet or exceed ALL specifications listed	Equivalent (or better)	Item Manufacturer	Model	Unit	Cost per Unit	X	Est. Qty. per Year	=	Extended Total price for Line Item (basis for awards)
1	Disposable coveralls with attached elastic hood, boots and elastic wrists	Approved for asbestos & lead exposure Size Extra Large Full length zipper (groin to chin) Elastic cuffs & hood, attached boots Resists tearing and abrasion, durable breathable material Serged seams-reinforced as needed	Dupont Tyvek 400 TY122S or equivalent			Each		X	600	=	
2	Disposable coveralls with attached elastic hood, boots and elastic wrists	Approved for asbestos & lead exposure Size 2 XL Full length zipper (groin to chin) Elastic cuffs & hood, attached boots Resists tearing and abrasion, durable breathable material Serged seams-reinforced as needed	Dupont Tyvek 400 TY122S or equivalent			Each		X	400	=	
3	Disposable coveralls with attached elastic hood, boots and elastic wrists	Approved for asbestos & lead exposure Size 3 XL Full length zipper (groin to chin) Elastic cuffs & hood, attached boots Resists tearing and abrasion, durable breathable material Serged seams-reinforced as needed	Dupont Tyvek 400 TY122S or equivalent			Each		X	200	=	
4	Disposable coveralls with attached elastic hood, boots and elastic wrists	Lightweight , breathable material Size Extra Large Provides barrier protection from particulates Approved for fiberglass and cellulose processing/handling Resists tearing and abrasion	Cordova CPHB Defender or equivalent			Each		X	400	=	

Attachment 3 - Cost Sheet

Item #	Item Description	Required Specifications Items bid must meet or exceed ALL specifications listed	Equivalent (or better)	Item Manufacturer	Model	Unit	Cost per Unit	X	Est. Qty. per Year	=	Extended Total price for Line Item (basis for awards)
5	Disposable coveralls with attached elastic hood, boots and elastic wrists	Lightweight , breathable material Size 2 XL Provides barrier protection from particulates Approved for fiberglass and cellulose processing/handling Resists tearing and abrasion	Cordova CPHB Defender or equivalent			Each		X	400	=	
6	Disposable coveralls with attached elastic hood, boots and elastic wrists	Lightweight , breathable material Size 3 XL Provides barrier protection from particulates Approved for fiberglass and cellulose processing/handling Resists tearing and abrasion	Cordova CPHB Defender or equivalent			Each		X	200	=	
7	Disposable Nitrile Gloves	Size extra large Minimum 6 mil Latex free & powder free Extended Cuff-minimum glove length 9.5"	MCR Safety 60160XL or equivalent			Pair (not pkg)		X	3000 pr.	=	
				qty. per pkg. =							
8	Disposable N95 Particulate Respirator Mask	N95 NIOSH approved Double Strap Exhalation Valve Adjustable nose clip	3M Particulate Respirator 8511, N95			Each (not pkg)		X	800	=	
				qty. per pkg. =							
9	Full Face Reusable Respirator	Must be NIOSH approved for asbestos. Must be compatible with our 3M cartridges and filters listed	3M 6000 Series Full Face Reusable Respirator or equiv.			Each		X	8	=	
10	Half Mask Reusable Respirator	Must be NIOSH approved for asbestos. Must be compatible with our 3M cartridges and filters listed	3M Half Mask Reusable Respirator or equiv.			Each		X	8	=	

Attachment 3 - Cost Sheet

Item #	Item Description	Required Specifications Items bid must meet or exceed ALL spcifications listed	Equivalent (or better)	Item Manufacturer	Model	Unit	Cost per Unit	X	Est. Qty. per Year	=	Extended Total price for Line Item (basis for awards)
11	Organic Vapor Respirator Cartridge	Organic Vapor, NIOSH approved Must fit 3M 6000 series respirators	3M 6001 or equivalent			Pair		X	300	=	
12	Organic Vapor Cartridge/P100 Filter	Organic Vapor Cartridge, NIOSH approved, P100 Filter - Suitable for asbestos exposure Must fit 3M 6000 Series Respirators	3M 60921 or equivalent			Pair		X	200	=	
13	N95 Particulate Prefilter	For use with/must fit 3M501 Filter Retainer	3M 5N11 or equivalent			Each (not pkg)		X	400	=	
				qty. per pkg. =							
14	Filter Retainer / Prefilter Cover	For use with/must fit 3M6001 & 3M60921 respirator cartridges & 3M5N11 prefilter	3M 501 NSN 4240-01-302- 5290 or equivalent			Each (not pkg)		X	140	=	
				qty. per pkg. =							
15	3M 6000 Series Full Faceshield Cover	Must be compatible with 3M 6000 series full face repirator Peel off - Disposable	3M 6000 Series full faceshield cover 3M6885			Each (not pkg)		X	100		
				qty. per pkg. =							
Total											

 Company Name - Bidder

 Authorized Signature - Bidder

 Date

Coulecap, Inc. – Personal Protection Items Request for Bid # 2227 10

PART A – STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS (rev. 10/12/2015)

- 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 shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Agency shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications that 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 a 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 Agency.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The Agency 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 Agency may qualify for government 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 Agency in 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 shall allow the option of net thirty (30).

- 7.0 UNFAIR SALES ACT:** Prices quoted to the Agency are not governed by the Unfair Sales Act.

- 8.0 ACCEPTANCE-REJECTION:** The Agency 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 Agency and 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. The award will be made in the best interest of the agency, as determined by the agency, based upon a line-item by line-item basis, to the lowest responsible, responsive bidder(s) that meet the requirements of this request for bid. There may be multiple awardees.

- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized representative of the Agency. No other purchase orders are authorized.

- 11.0 PAYMENT:**

- 11.1 PAYMENT TERMS & INVOICING:** The Agency 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 shall 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.

- 11.2 DELAY OF VALID PAYMENT:** If a Vendor is not paid in a timely fashion as indicated in this contract and no Good Faith Dispute was issued, the Vendor may contact the Home Energy Plus Help Desk at heat@wisconsin.gov or 608-267-3680 regarding delayed payment(s).

12.0 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.

13.0 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.

14.0 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 Agency or State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

15.0 ANTITRUST ASSIGNMENT: The contractor and the Agency recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Agency (purchaser). Therefore, the contractor hereby assigns to the Agency any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

16.0 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 Agency.

17.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: Procurement of services where the resulting contract is estimated to be \$50,000 or less and procurement of commodities are not subject to the AA/CC requirement.

18.0 PATENT INFRINGEMENT: The contractor selling to the Agency 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 on any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the Agency (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.

19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the Agency or utilized in performance of this contract shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

20.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, the following warranty applies:

20.1 Equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and shall be honored by the contractor.

20.2 Workmanship and product require a warranty of at least one year.

21.0 CANCELLATION & TERMINATION: The Agency reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

22.1 In addition to conditions described in the Request for Bid, the Agency reserves the right to terminate the resulting contract/agreement, for reasons of **breach of contract**, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the Agency's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. 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).

22.2 Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/ agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

23.0 CONTRACT CANCELLATION FOR CONTRACTOR DEFICIENCIES: The Agency

APPENDIX A: WISCONSIN WEATHERIZATION ASSISTANCE PROGRAM TERMS AND CONDITIONS

reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor, if the Contractor:

- Fails to perform any material obligation required under this Contract after a thirty (30) day notice and cure period;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of Wisconsin Statute §77.66;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required herein;
- Fails to follow the non-discrimination or affirmative action requirements of Wisconsin Statute §11(II), (Wisconsin's Fair Employment Law);
- Becomes a state or federally debarred Contractor, or is excluded from federal contracts;
- Fails to maintain and keep in force all insurance, permits and licenses as required under this Contract;
- Fails to maintain the confidentiality of the Agency's information or Data that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- In the sole opinion of the State, threatens the health or safety of a State or Agency employee, citizen, or customer by the Contractor's performance of this Contract.

24.0 PUBLIC RECORDS ACCESS: Due to the use of State funds, it is the intention of the Agency 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.

25.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, shall 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.

25.1 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 Agency.

25.2 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, shall 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.

26.0 DISCLOSURE: If an Agency official, a member of an Agency official's immediate family, or any organization in which a Agency official or a member of the Agency 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 Agency unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure shall be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

27.0 RECYCLED MATERIALS: The Agency 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.

28.0 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).

29.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the Agency or State of Wisconsin, any of its departments, or other sub-units, or any Agency or State of Wisconsin official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Agency and the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Agency or the State of Wisconsin.

30.0 HOLD HARMLESS: The contractor will indemnify and save harmless the Agency and 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.

31.0 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 shall possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate

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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) 266-3590.

PART B - SUPPLEMENTAL TERMS AND CONDITIONS (REV.10/12/2015)

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:

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 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** Unless the bidder clearly indicates 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.