

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

AGENCY: **Community Relations-Social  
Development Commission (CR-SDC)**  
ADDRESS: **4041 N Richards St  
Milwaukee, WI 53212**

THIS IS NOT AN ORDER

**REQUEST FOR BID**

City of Milw. – Appliance Purchase and Installation

www.epls.gov

BIDDER ( NAME AND ADDRESS)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid #0807-09F. Late bids will be rejected. Bids MUST 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 will be rejected. Receipt of a bid by the mail system does not constitute receipt of bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e. not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact 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

*September 14, 2009 @ 12:00pm*

Name (Contact for further information)

*Vera D Butts*

Phone (414) 906-2745 Date *08/07/09*

Fax (414) 906-2749 Email: *vbutts@cr-sdc.org*

Quote Price and Delivery FOB  
**4041 N Richards St, Milwaukee, WI 53212**

**Fax bids are not accepted.**

Description

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

**(1) 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 - Signature and Title \_\_\_\_\_

\_\_\_\_\_ Date

**(2) DEBARMENT AND SUSPENSION**

Signature below acknowledges vendor identified on application has not been suspended, debarred, declared ineligible, or voluntarily excluded from eligibility by any Federal department or agency.

Name of Authorized Company Representative - Signature and Title \_\_\_\_\_

\_\_\_\_\_ 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) # **0807-09F Appliance Purchase and Installation**

**FOR:** Weatherization non-construction services and commodities - except vehicles (use the required Wx Vehicle RFB)

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  - ATTACHMENT 1 - **Part 2: Technical Specifications** (includes any requirements identified from the Wisconsin Weatherization Field Guide and/or Wisconsin Weatherization Program Manual).
  - ATTACHMENT 2 – Cost Sheets for Vendor Bids – **bidder must complete**
  - ATTACHMENT 3 – Vendor Reference – **bidder must complete**
  - ATTACHMENT 4 – Vendor Information – **bidder must complete**
  - ATTACHMENT 5 – sample forms Any forms identified as required.
  - Appendices A – C (Special, Standard and Supplemental Terms & Conditions)

**0.0 SUMMARY OF REQUEST FOR BID #0807-09F– Appliance Purchase and Installation**

- A. PROCURING AGENCIES:** Community Relations-Social Development Commission (**CR-SDC**) 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 **Appliance Purchase and Installation**. The Agency provides these services in the following area: **City of Milwaukee**.
- B. SCOPE:** The Agency intends to utilize this bid for all purchases for the time period (quantities as estimated in Attachment 2) from **September 28, 2009 through June 30, 2011**. The contract may be renewed up to 2 times not to exceed a total contract period of 3 years 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.

<u>Event</u>	<u>Date</u>	<u>Time</u>
Agency issues RFB	Friday, August 7, 2009	9:00 am
Questions are due	Friday, August 14, 2009	3:00 pm
Bidders' meeting	Wednesday, August 19, 2009	9:00 am
<b>Bids due from Vendors</b>	Monday, September 14, 2009	12:00 pm
Bid opening	Monday, September 14, 2009	1:20 pm

- D. QUESTIONS:** Any questions concerning this RFB must be submitted in writing to **Vera Butts at CR-SDC** (contact information listed below) on or before 3:00 pm **Friday, August 14, 2009**. (See Section 2.6.)
- E. BIDDERS' MEETING:** A bidders' meeting will be held on **Wednesday, August 19, 2009, 9:00 am**, at **2460 W Clybourn Ave**. The bidders' meeting is a voluntary public informational meeting for potential bidders to respond to questions. Bidders are strongly encouraged to attend this meeting.
- F. DUE DATE FOR BIDS:** Bidders must submit one original (marked as such) and two copies of all materials required for acceptance of their RFB by **Monday, September 14, 2009, 12:00** to name/address listed below.
- G. BID OPENING:** Bids will be opened on **Monday, September 14, 2009, 1:20pm** at the address listed below. Names of the bidders may be read aloud at that time.
- H. METHOD OF AWARD:** The award will be based upon the low total price from the lowest responsive, responsible bidder. NOTE THAT bidders must provide all required documents and specifications to be considered responsive; non-responsive bids will be rejected.
- I. ARRA REPORTING:** The vendor will be required to report to the Agency their DUNS# or name and zip code of vendor's headquarters due to American Recovery & Reinvestment Act (ARRA) funding received. There may be additional reporting or invoicing requirements that will be identified by the Agency.

<u>AGENCY USPS ADDRESS</u>		<u>AGENCY COMMON CARRIER ADDRESS</u>	
Agency	Vera D Butts, Purchasing Manager	Agency	Vera D Butts, Purchasing Manager
Agency	Community Relations-Social Development Commission (CR-SDC) 4041 N Richards St Milwaukee, WI 53212	Agency	Community Relations-Social Development Commission (CR-SDC) 4041 N Richards St Milwaukee, WI 53212
	FAX # 414-906-2749		email@vbutts@cr-sdc.org
			TTY # xxx-xxx-xxxx

0.1 **CHECKLIST FOR BIDDERS** (To Be Completed by Bidders and included in bid package)

- \_\_\_ Note: The Bidders Meeting will be **Wednesday, August 19, 2009 9:00 pm.** at **2460 W Clybourn Ave.**  
**Bidders are strongly encouraged to attend this conference.**
- \_\_\_ **Bid meets the requirements and conditions set forth.**
- \_\_\_ **\*\* Receipt of addenda acknowledged (if applicable)**
- \_\_\_ **\*\* Submit signed cover page with bid**
- \_\_\_ **\*\* Bid Cost Sheets (Attachment 2) 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)
- \_\_\_ **\* Provide written statement of what volume (quantity) of work vendor can handle and meet the bid requirements (see cost sheet)**
- \_\_\_ **Certificates for insurance and any required licenses must be provided by winning vendor within 5 working days following the Notice of Intent to Award.**
- \_\_\_ **\*\*Provide the vendor's DUNS number**, if vendor has one (not required) or, if the vendor doesn't have one, then the name and zip code of vendor's headquarters (ARRA Sec. 1512). Provide this information here:  

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

## 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.
- e) **DUNS#:** As part of their bid package (see page 4, Checklist for Bidders), the vendor is required to report to the Agency their DUNS# or name and zip code of vendor's headquarters due to American Recovery & Reinvestment Act (ARRA) funding received. There may be additional reporting or invoicing requirements that will be identified by the Agency.

**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) Each bid must be different manufacturers and/or model within the specific line item of the RFB Price Sheets. Multiple bids identifying the same item will be deemed non-responsive, and only the lowest bid price by the bidder will be deemed the responsive bid. Each such bid must be separately and labels as Bid #1, Bid #2, etc. on each page included in the response and must highlight difference(s) between bids.
- 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:** A voluntary public informational meeting for potential bidders will be held to respond to questions. The Agency strongly encourages all bidders to attend this meeting.

### **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 **9:00 am to 4:00 pm**. 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

*Attn: Deborah Blanks, CEO  
Comm. Relations-Social Development Comm  
4041 North Richards St  
Milwaukee, WI 53212*

COMMON CARRIER ADDRESS

*Deborah Blanks, CEO  
Comm. Relation Social Development Commission  
4041 North Richards St  
Milwaukee, WI 53212*

*FAX # 414-906-2719*

*TTY # xxx-xxx-xxxx*

*email@dblanks@cr-sdc.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.

The decision of the Chief Executive of the procuring agency may be appealed to the Wisconsin Division of Energy within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency, provided the appeal alleges a violation of a Wisconsin statute, a provision of the Wisconsin Weatherization Program Manual or a Department of Energy regulation. All avenues of appeal with the Agency must be exhausted before any appeal can be made to the Division. Any appeal must be submitted in writing to the Division Administrator, Division of Energy Services, Department of Administration (PO Box 7868, Madison WI 53707; phone 608-266-7601).

#### **4. TECHNICAL PERFORMANCE REQUIREMENTS**

- 4.1.** All materials and installation purchased through the Request for Bid (RFB) must meet standards and specifications identified in Attachment 1 - **Part 1: Weatherization Standards for Materials** and Attachment 1 - **Part 2: Technical Specifications** and any requirements identified from the Wisconsin Weatherization Field Guide and/or Wisconsin Weatherization Program Manual.
- 4.2.** All proposed equipment must be capable of performing all operations in accordance with manufacturer's advertised data sheets and technical publications.
- 4.3.** When product is required to be Energy Star-qualified, it must meet the current Energy Star standard. For the current information on Energy Star-qualified products and standards, see <http://www.energystar.gov/>
- 4.4.** All items bid shall be manufacturer's current production products and materials must be first quality. Items that are used, demonstrators, obsolete, or that have been discontinued are unacceptable.
- 4.5.** See Appendix C for 'Brand Name or Equal' requirements that apply when exchanges are made by bidders.
- 4.6. AIR SEALING/COMBUSTION ANALYSIS:** The vendor is required to use professional weatherization and diagnostic equipment that meets or exceeds the minimum requirements identified in Chapter 10 of the Wisconsin Weatherization Program Manual.

## 5. VENDOR PERFORMANCE REQUIREMENTS:

5.1. Failure to comply with any of the specifications/special conditions will be sufficient reason for termination of agreement with the Vendor. First infraction: Vendor(s) 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.

### 5.2. WORK FLOW:

- a) Vendor must complete the required work within thirty (30) days of receipt of the Agency's job order unless other arrangements have been made for unusual situations.
- b) All call-backs must be remedied within ten (10) working days of notification.
- c) Note that Vendors must identify in writing, as part of this bid, what volume (quantity) of work they are able to handle and meet the bid requirements. If during the first 45 days of the contract (first measurement), a vendor is not able to meet the volume they identified and the vendor cannot provide adequate justification for this non-performance, their contract will be terminated.

### 5.3. PERMITS, INSURANCE and OTHER REQUIREMENTS:

- a) Vendor is responsible for obtaining any required state or local licenses and permits to perform work identified in this RFB in geographic area.
  - b) See Appendix B – Standard Terms and Conditions, Section 21, for Vendor insurance responsibilities. Certificates of insurance must be provided to Agency within five (5) working days of Notice of Intent to Award.
  - c) The vendor must complete all work in a lead safe work manner. For requirements, see Appendix C, Section 7, Lead Safe Weatherization Training.
  - d) Vendor must participate in any training required by the Agency.
  - e) FORMS: Vendor is required to fill out all required forms and return to the Agency attached to the invoice. Required forms for this work **are identified below** and samples are provided in Attachment 5.
- 5.4. Any change in material of equal or superior quality or installation standards must be specifically approved in writing by the Agency. Any deviation or exceptions to the terms, conditions and/or specifications must be submitted in writing and approved by the Agency with a signed change order. No minimum fee is allowed on change orders.
- 5.5. A sticker identifying the responsible contractor's name, phone number and date of installation must be clearly visible on each new appliance, except for refrigerators, freezers, ranges and AC (leave information with customer).
- 5.6. All installation and warranty information must be left with the installed appliance.
- 5.7. CUSTOMER EDUCATION: The proper operation (including filter replacement on forced air units) of all appliances must be reviewed with the customer upon completion of the installation.

## 6. SUPPORT and OTHER REQUIREMENTS:

All requirements in this section are mandatory.

- 6.1. Vendor shall provide a one (1) year service contract on material and labor on all work, as identified in Appendix B (20), and in addition provide the manufacturer's standard warranties on all items.
- 6.2. Vendors must furnish all warranty repairs or provide alternate source of local warranty repair at no extra cost to the Agency.
- 6.3. 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.

### 6.4. WORK ORDER and JOB COMPLETION:

- a) Vendor must be able to receive work orders via e-mail.
- b) Vendor must notify agency within two days of job completion by email, telephone (or fax) or by submitting invoice within two days of job completion. This information will be used to monitor the timeliness of job performance.

## 6.5. INVOICES, REQUIRED DOCUMENTATION, AND PAYMENT:

- a) The Vendor agrees they will not, under any circumstances, seek payment from the owner or occupant of the premises improved. The Vendor further agrees that the only recourse for payment is the weatherization agency (Appendix C, section 10).
- b) Vendors must provide signed lien waivers with the invoice, including signed waivers from any material suppliers and/or subcontractors. This applies whenever a specific property (or properties) to be improved is identified to the Vendor and any of their suppliers and/or subcontractors.
- c) Vendor must supply the agency issuing the work order with a copy of any/all documentation regarding problems or issues regarding job site performance and/or client issues.
- d) Vendor will allow thirty (30) days from billing date for payment from the agency. Any callbacks ordered after inspection(s) will be completed before issuance of payment.

## 7. COST INFORMATION

Bidders are to submit pricing on the cost sheet provided.

### 7.1. Pricing.

- a) Vendors must fully complete the supplied cost sheets (Attachment 2)
- b) Bidders are to submit pricing on the form provided.

7.2. The vendor must submit one fixed price per unit for the entire contract period. If contract is renewed, the vendor must hold the fixed price per unit during the renewal period. **NOTE** there is the ability to change this 'fixed price' under the following conditions (from Appendix B – Terms and Conditions, 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.

7.3. Per Appendix B – Terms and Conditions, 6.2, **vendors that experience industry-price increases** should contact the agency, and provide:

- a) Date of anticipated/actual price increases and amount(s). Note that the 30 calendar-day requirement (noted above) may be adjusted (shortened) if price increases are sudden and significant, as determined by the agency. However, prices must be fixed for a minimum of ninety (90) calendar days (noted above).
- b) Written request to adjust fixed prices.

## 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) + Bidder Checklist  
Vendor Information form  
Vendor Reference form  
Cost Sheet (Attachment 2)

## 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 (Revised 5/28/09)  
Appendix C – Supplemental Terms and Conditions (Revised 7/15/09)



## **Chapter 11 – Weatherization Materials**

### **11.1 General**

Installation of materials shall follow lead safe protocols and shall be of professional quality in order to insure the effectiveness of the measure. Materials shall be installed to meet or exceed manufacturer's specifications. All work will meet applicable codes and regulations. All materials and labor shall carry a one-year warranty from the date of the final inspection. Products shall be designed and rated for their intended use. Materials used shall meet the requirements outlined in this chapter.

### **11.2 Insulation Fact Sheets and Information**

The Federal Trade Commission rule "Trade Regulation Rules: Labeling and Advertising of Home Insulation: (16 CFR Part 460) obliges Grantees to distribute, or review with the client, fact sheets supplied by manufacturers on all insulation to be installed. Do this as part of the work agreement. Grantees can have all fact sheets in a binder and review the applicable ones with the client. The rule covers all insulating materials used in the Weatherization Program and requires that clients shall be provided with information on all insulation that has been installed, including:

- Area Insulated
- Thickness of material
- R-value
- For cellulose: number of bags, brand name and estimated coverage for each area insulated

### **11.3 Recycled Insulation Products**

A Grantee that meet the criteria listed in Section 11.3.1 below, shall comply with the Environmental Protection Agency (EPA) regulations dealing with the purchase of building insulation products, as specified in EPA regulations 40 CFR Part 248. These regulations implement Section 6002 of the Resource Conservation and Recovery Act (RCRA), which encourages recycling of materials. The regulations cover insulation products used in commercial, industrial and residential applications. They apply to insulation products used to improve the thermal effectiveness of building envelopes, but do not apply to insulation for air handling units, insulation for acoustic purposes, or cold storage insulation. Commercially available insulation products that can contain recycled materials include cellulose, fiberglass, Perlite, composite board, plastic foams and boards and rock wool. There are EPA recommended minimum recovered materials standards for all of these products except fiberglass.

#### **11.3.1 Criteria for use of Recycled Products**

The EPA recycling regulations apply to all direct purchases of products from vendors or suppliers or contractors of:

- 1) At least \$10,000 worth of insulation products in the previous fiscal year, or



- 2) A single purchase in excess of \$10,000 of a covered product in the current fiscal year.

When a Grantee meets these criteria, the Grantee must comply with the regulations in the current and following fiscal years.

A Grantee that meets the criteria must comply with the following:

- 3) Specifications for insulation products must allow for the purchase of items containing recovered materials, and
- 4) Establish an affirmative procurement program to facilitate procurement of insulation products containing recovered materials.

#### 11.4 Weatherization Standards for Materials

A Grantee shall purchase weatherization materials and use the installation procedures that meet or exceed the standards prescribed in this chapter. Weatherization materials standards include any of the following Government standards listed here. The following Government standards are produced by the Consume Product Safety Commission, <http://www.cpsc.gov/index.html>, and are published in title 16, Code of Federal Regulations, <http://www.gpoaccess.gov/cfr/index.html>.

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation: Organic Fiber.	Safety Standard in 16 CFR part 1209;1404
Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use – Attic Floor – insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation.	16 CFR part 1209
Enclosed spaces – insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting smoldering combustion requirements.	16 CFR part 1209

The following standards not otherwise set forth in part 1404 are incorporated by reference and made part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on January 1, 2008 and a notice of any change in these materials will be published in the Federal Register. [The standards incorporated by reference are available for inspection at the Office of the Federal Register Information Center, 800 North Capitol Street, Suite 700, Washington, DC 20001] The standards incorporated by reference in part 1404 can be obtained form the following sources:

- Air Conditioning and Refrigeration Institute, 4301 N. Fairfax Drive, Suite 425, Arlington VA 22203: (703) 534-8800 <http://www.ahrinet.org>
- American Architectural Manufacturers Association, 1827 Walden Office Square, Suite 104, Schaumburg, Illinois 60173-4268; (847) 303 5664 <http://www.aamanet.org>



- American Gas Association, 400 N. Capitol Street, NW, Washington DC 20001; (202) 824 7000 <http://www.aga.org>
- Americana National Standards Institute, Inc., 11 West 42<sup>nd</sup> Street, New York, NY 10036; (212)642-4900 <http://ansi.org>
- American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990; (212) 591-7722 <http://www.asmi.org>
- American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959; (610)832-9585 <http://astrm.org>
- Association of Home Appliance Manufacturers, 1111 19<sup>th</sup> Street, NW, Suite 402, Washington DC 30036; (202)872-5955 <http://www.aham.org>
- Federal Specifications, General Services Administration, Federal Supply Service, Office of the CIO and Marketing Division, Room 800, 1941 Jefferson Davis Hwy., Arlington VA 22202; (703)305-6288 <http://www.gsa.gov/portal/gsa/ep/home>
- Gas Appliance Manufacturers Association, 2107 Wilson Boulevard, Suite 600, Arlington, VA 22201; (703) 525-7060 <http://www.gannet.org>
- National Association of Manufacturers <http://www.nam.org>
- National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101; (617) 770-3000 <http://www.nfpa.org>
- Sheet Metal and Air Conditioning Contractors Association, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209; (703)803-2980 <http://www.smacna.org>
- Solar Rating and Certification Corporation, c/o FSEC, 1679 Clearlake Road, Cocoa FL 32922-5703; (321)638-1537 <http://solar-rating.org>
- Steel Door Institute, 30200 Detroit Road, Cleveland, OH 44145-1967; (440) 899-0010 <http://www.steeldoor.org>
- Steel Window Institute, 1300 Sumner Avenue, Cleveland, OH 44115-2851; (216) 241-7333 <http://www.steelwindows.com>
- Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 322-0040 <http://www.tema.org>
- Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096; (847)272-8800 <http://www.ul.com>
- Window & Door Manufacturers Association, 1400 East Touhy Avenue, Suite 470, Des Plaines, IL 60018; (800) 223-2301 <http://www.wdma.com>

More information regarding the standards in this reference can be obtained for the following sources:

- Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554-1080 <http://www.epa.gov>
- National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899; (301)975-2000 <http://www.nist.gov>
- Weatherization Assistance Program, Office of Building Technology Assistance, Energy Efficiency and Renewable Energy, 1000 Independence Avenue, SW, EE-42, Washington DC 20585-0121 <http://www.waptac.org>



**11.4.1 Thermal Insulating Materials for Walls, Floors, Ceilings, Attics and Roofs**

Insulation – mineral fiber: Blanket Insulation Roof insulation board Loose-fill insulation	ASTM <sup>1</sup> C665-98 ASTM C726-00a ASTM C754-99
Insulation – mineral cellular: Vermiculite loose-fill insulation Perlite loose-fill insulation Cellular glass insulation block Perlite insulation board	ASTM C516-80 (1996) e1 ASTM C549-81 (1995) e1 ASTM C240-08 ASTM C728-97
Insulation – Organic Fiber: Cellulose fiber insulating board Cellulose loose-fill insulation Cellulose wet-spray insulation	ASTM C208-95 ASTM C739-00 ASTM C1149-97
Insulation – organic cellular; Preformed block-type polystyrene insulation Rigid preformed polyurethane insulation board Polyurethane or polyisocyanurate insulation board faced with aluminum foil on both sides Polyurethane or polyisocyanurate insulation board faced with felt on both sides	ASTM C578-95 ASTM C591-00 FS <sup>2</sup> HH-I-1972/1 (1981)  FS HH-I-1972/2 (1981) and Amendment 1, October 3, 1985
Insulation – composite boards Mineral Insulation board Perlite board Gypsum board and polyurethane or polyisocyanurate composite board Materials used as a patch to reduce infiltration through the building envelope	ASTM C726-00a ASTM C728-97 FS HH-I-1972/4 (1981)  Commercially available

<sup>1</sup> ASTM indicates American Society for Testing and Materials.

<sup>2</sup> FS indicates Federal Specifications.

**11.4.2 Thermal Insulating Materials for Pipes, Ducts, and Equipment such as Boilers and Furnaces – (Standards for Conformance)**

Insulation – Mineral fiber: Pre-formed pipe insulation Blanket and felt insulation (industrial type) Blanket insulation and blanket type pipe insulation (metal-mesh covered, industrial type)	ASTM <sup>1</sup> C547-00 ASTM C300-63 ASTM C592-00 and C264
Block and Board Insulation Spray applied mineral fiber thermal and sound absorbing insulation High-temperature fiber blanket insulation Duct work insulation	ASTM C612-00 ASTM C1014-08  ASTM C892-00 ASTM C1290-00



Insulation- Mineral cellular Calcium silicate block and pipe insulation Cellular glass insulation Expanded Perlite block and pipe insulation	ASTM C553-95 ASTM C552-00 ASTM 610-99
Insulation – organic cellular; Prefomed flexible electrometric cellular insulation in sheet and tubular form Unfaced prefomed rigid cellular polyurethane insulation	ASTM C534-99 ASTM C591-00
Insulation Skirting	Commercially available

<sup>1</sup> ASTM indicates American Society for Testing and Materials.

#### 11.4.3 Fire Safety Requirements for Insulating Materials According to Insulation Use

Attic Floor	Insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM <sup>1</sup> C739-00
Enclosed Space	Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM C739-00
Exposed interior walls and ceilings	Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84-00a)
Exterior envelope walls and roofs	Exterior envelope walls and roofs containing thermal insulation shall meet applicable local government building code requirements for the complete wall or roof assembly
Pipes, ducts, and equipment	Insulation materials intended for use on pipes, ducts, and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84-00a)

<sup>1</sup> ASTM indicates American Society for Testing and Materials.

#### 11.4.4. Storm Windows and Window Replacements – (Standards for Conformance)

Storm Windows: All storm windows Aluminum frame storm windows Frameless plastic glazing storm	AAMA/NWWDA <sup>1</sup> 101/I.S.2-97 ANSI/AAMA <sup>2</sup> 1002.10-93 ASTM <sup>3</sup> D4726-00 Required minimum thickness for windows is 6 mil (0.006") <sup>4</sup> Commercially available
Movable insulation systems for windows Replacement windows All windows Steel frame windows Rigid vinyl frame windows	Replacement windows must be ENERGY STAR <sup>®</sup> qualified AAMA/NWWDA 101/I.S 2-97 Steel Window Institute recommended specifications for steel windows, 1990 ASTM D4726-00

<sup>1</sup> AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window and Door Association (Now the Window and Door Manufacturers Association).

<sup>2</sup> AAMA indicates American Architectural Manufacturers Association.

<sup>3</sup> ASTM indicates American Society for Testing and Materials.

<sup>4</sup> Wisconsin Weatherization Specifications.



**11.4.5 Storm Doors and Door Replacements – (Standards for Conformance)**

Storm (glass) doors All storm (glass) doors Aluminum frame storm doors Sliding glass storm doors	AAMA/NWWDA <sup>1</sup> 101/I.S.2-97 AAMA 1102.7-89 AAMA 906-96
Rigid Vinyl storm doors	ASTM <sup>2</sup> D3678-97 and D4726-00
Vestibules: Materials to construct vestibules	Commercially available
Replacement doors  All replacement doors Steel doors Wood doors Flush doors	Replacement doors must have a minimum value of R-5. For mobile homes a commercial mobile home replacement door is acceptable <sup>3</sup> ANSI/NWWDA <sup>5</sup> 101/I.S 2-97 ANSI <sup>4</sup> A250.8-98  ANSI.NWWDA I.S, 1-97 (Amendment, exterior door provisions) ANSI/NWWDA I.S. 6-97
Stile and rail door	

<sup>1</sup> AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window and Door Association (now the Window and Door Manufacturers Association)  
<sup>2</sup> ASTM indicates American Society for Testing and Materials  
<sup>3</sup> Wisconsin Weatherization Specifications  
<sup>4</sup> ANSI indicates American National Standards Institute  
<sup>5</sup> ANSI/NWWDA indicates American National Standards Institute/National Wood Window and Door Association (now the Window and Door Manufacturers Association)

**11.4.6 Caulks and Sealants – (Standards for conformance)**

Caulks and Sealants: Glazing compounds for metal sash Oil and resin based caulks Acrylic (solvent types) sealants Butyl rubber sealants Chlorosulfonated polyethylene sealants Latex sealing compounds Elastometric joint sealants (normally considered to include polysulfide, polyurethane, and silicone Preformed gaskets and sealing materials Duct sealing mastic	ASTM <sup>1</sup> C669-00 ASTM C570-00 ASTM C920-01 FS <sup>2</sup> Commercial Item Description A-A-272 (6/7/95) ASTM C920-01 ASTM C834-00e1 ASTM C920-01  ASTM C509-00  UL <sup>3</sup> 181A-M Second Edition, 1994 and UL 181B-M First Edition, 1995
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<sup>1</sup> ASTM indicates American Society for Testing and Materials  
<sup>2</sup> FS Indicates Federal Specifications  
<sup>3</sup> UL indicates Underwriters Laboratory



**11.4.7 Weather-stripping – (Standards for Conformance)**

Weather stripping Vapor retarders	Commercially available Selected according to the provisions cited in ASTM <sup>1</sup> C755-97. Permeance not greater than 1 perm when determined according to the desiccant method described in ASTM E96-00
Items to improve attic ventilation	Commercially available

<sup>1</sup> ASTM indicates American society for Testing and Materials

**11.4.8 Heat Exchangers – (Standards for Conformance)**

Heat exchangers, water- to- water and steam- to- water	ASME <sup>1</sup> Boiler and Pressure Vessel Code, 1998, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Eighth Edition, 1999
Heat exchangers with gas-fired appliances <sup>2</sup>	ANSI/UL <sup>3</sup> 462, Ninth Edition, approved by ANSI February 28, 1997

<sup>1</sup> ASME indicates American Society for Mechanical Engineers

<sup>2</sup> The heat reclaimer is for installation in a section of the vent connector from appliances equipped with draft hoods or appliances equipped with powered burners or induced draft and not equipped with a draft hood

<sup>3</sup> ANSI/UL indicates American National Standards Institute/Underwriters Laboratories

**11.4.9 Boiler/Furnace Control Systems – (Standards for Conformance)**

Automatic set-back thermostats	Listed by UL <sup>1</sup> Conformance to NEMA <sup>2</sup> DC#-1989 (R1996)
Line voltage or low voltage room thermostats	Listed by UL Conformance to NEMA DC3-1989 (R1996)
Clock thermostats	Listed by UL Conformance to NEMA DC3-1989 (R1996)
Automatic gas ignition systems	ANSI <sup>3</sup> Z21.21-2000 AGA information was phased out
Energy management systems	Listed by UL
Hydronic boiler controls	Listed by UL
Other burner controls	Listed by UL

<sup>1</sup> UL indicates Underwriters Laboratory

<sup>2</sup> NEMA indicates National Electrical Manufacturers Association

<sup>3</sup> ANSI indicates American National Standards Institute



**11.4.10 Water Heater Modifications – (Standards for Conformance)**

Insulate tank and distribution piping Install heat traps on inlet and outlet piping Install/replace water heater heating elements Electric, freeze-prevention tape for pipes Install stack damper, gas-fueled  Install stack damper, oil-fueled  Install water flow modifiers	(See insulation section of this chapter) Applicable local plumbing code Listed by UL <sup>1</sup> Listed by UL ANSI <sup>2</sup> Z21.66-R 2001, including Exhibits A&B, and ANSI Z223. 1-2002 (same as NFPA <sup>3</sup> 54- 2002) UL 17, Third Edition, 1994, NFPA 31-2001, MFPA, 211-2003 (same as ANSI A52.1), and ANSI/NFPA 70-2005 (same as IEEE <sup>4</sup> National Electrical Code) Commercially Available
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- <sup>1</sup> UL indicates Underwriters Laboratories
- <sup>2</sup> ANSI indicates American National Standards Institute
- <sup>3</sup> NFPA indicates National Fire Prevention Institute
- <sup>4</sup> IEEE indicates Institute of Electrical and Electronics Engineers

**11.4.11 Replacement Water Heaters – (Standards for Conformance)**

Electric (resistance) water heaters	10 CFR <sup>1</sup> 430 and UL <sup>2</sup> 174. Minimum .84 EF is required for non-mobile home replacement units. Minimum .90 EF, rated for mobile homes, is required for mobile home replacement units
Heat Pump water heaters	UL 1995, Second edition, 1995. Electrical components to be listed by UL
<b>Gas Water Heaters</b>	Minimum .61 EF is required for non-mobile home replacement units. Minimum .59 EF rated for replacement in mobile homes, is required for mobile home replacement units. <sup>3</sup>
Rated ≤75 kBtu/hr	10 CFR 430 and ANSI <sup>4</sup> Z21.10.1-1998
Rated ≥75 kBtu/hr	ANSI Z21.10.3-1998
Oil water heaters	UL 732, Fifth Edition, Revised 2/3/05

- <sup>1</sup> CFR indicates Code of Federal Regulations
- <sup>2</sup> UL indicates Underwriters Laboratories
- <sup>3</sup> Wisconsin Weatherization Specifications
- <sup>4</sup> ANSI indicates American National Standards Institute

**11.4.12 Solar Water Heating Systems – (Standards for Conformance)**

<b>Solar water heating systems</b> including forced circulation, integral collector storage, thermo-siphon, and self-pumping systems	System must be certified per SRCC <sup>1</sup> OG300, July 16, 1998
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- <sup>1</sup> SRCC indicates Solar Rating and Certification Corporation



**11.4.13 Waste Heat Recovery Devices – (Standards for Conformance)**

Desuperheater/water heaters Condensing heat exchangers	ARI <sup>1</sup> 470-1995 and UL <sup>2</sup> 1995, Second Edition Commercially available components installed per manufacturers' specification. NFPA <sup>3</sup> 211-2000 (same as ASSI A52.1) may apply in certain instances. See also Heat Exchangers section of this appendix. UL 1995, Second Edition, 1995. Electrical components to be listed by UL Energy Systems Analysis and Management, 1997 (SMACNA <sup>4</sup> )
Heat pump water heating heat recovery systems Energy recovery equipment	

<sup>1</sup> ARI indicates Air Conditioning and Refrigeration Institute

<sup>2</sup> UL indicates Underwriters Laboratories

<sup>3</sup> NFPA indicates National Fire Prevention Association

<sup>4</sup> SMACNA denotes Sheet Metal and Air Conditioning Contractors' National Association

**11.4.14 Boiler Repair and Modifications/Efficiency Improvements – (Standards for Conformance)**

Install gas conversion burners	ANSI <sup>1</sup> Z21.8-1994 (for gas or oil fired systems), ANSI Z21.17-1998, and ANSI Z223.1-1999 (same as NFPA 54-1999). AGA <sup>2</sup> Laboratories Certification Seal
Replace oil burner	UL <sup>3</sup> 296, Ninth Edition, 1994 and NFPA <sup>4</sup> 31-2001
Install burners (oil/gas)	ANSI Z223.1-1999 for gas equipment and NFPA 31-2001 for oil equipment
Re-adjust boiler water temperature or install automatic boiler temperature reset control	ASME <sup>5</sup> CSD-1-1998, ANSI Z223.1-1999, and NFPA 31, 2001
Replace/modify boilers	ASME boiler and Pressure Vessel Code, 1998, Section II, IV, V, VI, VIII, IX, and X. Boilers must be Hydronics Institute Division of GAMA equipment. Per manufacturers instructions  Refractory linings may be required for conversions <sup>6</sup> Protection from flame contact with conversion burners by refractory shield. Commercially available. One-pipe steam systems require air vents on each radiator; see manufacturers' requirements. Commercially available. ANSI/NFPA 70-1999 (same as IEEE National Electrical Code) and local electrical code provisions for wiring.
Clean heat exchanger, adjust burner air shutter(s), and check smoke number on oil- fueled equipment. Check operation of pump(s) and replacement filters	
Replace combustion chambers Replace heat ex-changers, tubes	
Install/replace thermostatic radiator valves	
Install boiler duty cycle control system	

<sup>1</sup> ANSI

<sup>2</sup> AGA

<sup>3</sup> UL

<sup>4</sup> NFPA

<sup>5</sup> ASME

<sup>6</sup> Wisconsin Weatherization Specifications



**11.4.15 Heating and Cooling System Repairs and Tune-ups/Efficiency Improvements – (Standards for Conformance)**

<p>Install duct insulation</p> <p>Reduce input of burner; de-rate gas-fueled equipment</p> <p>Repair/replace oil-fired equipment. Replace combustion chamber in oil-fired furnaces or boilers Clean heat exchanger and adjust burner; adjust air shutter and check CO2 and stack temperature. Clean or replace air filter on forced air furnace Install vent dampers for gas-fueled heating systems</p> <p>Install vent dampers for oil-fueled heating systems</p> <p>Reduce excess combustion air: A. Reduce vent connector size of gas-fueled appliances B. Adjust barometric draft regulator for oil fuels</p>	<p>ASTM<sup>1</sup> C612-00 (see insulation sections of this chapter Local utility company and procedures if applicable for gas-fueled furnaces and ANSI<sup>2</sup> Z223.1-1999 (same as NFPA<sup>3</sup> 54-1999 including Appendix H NFPA 31-2001 NFPA 31-2001</p> <p>ANSI Z223.1-1999 (same as NFPA 54-1999) including Appendix H</p> <p>Applicable sections of ANSI Z223.1-1999 (same as NFPA 54-1999) including Appendix H, I, J, and K. ANSI Z21.66-1996 and Exhibits A&amp;B for electrically operated dampers Applicable sections of NFPA 31-2001 for installation and in conformance with UL<sup>4</sup> 17, Third Edition, 1994</p> <p>ANSI Z223.1-1999 (same as NFPA 54-1999) part 9 and Appendices G&amp;H NFPA 31-2001 and per furnace and boiler manufacturers' instructions</p>
<p>Replace constant burning pilot with electronic ignition device on gas-fueled furnaces or boilers Readjust fan switch on forced air gas-or oil-fueled furnaces</p> <p>Replace burners</p> <p>Install/replace duct furnaces (gas) Install/replace heat pumps</p> <p>Replace air diffusers, intakes, registers, and grilles Install/replace warm air heating metal ducts</p> <p>Filter alarm units</p>	<p>ANSI Z21.71-1993</p> <p>Applicable sections and Appendix H of ANSI Z223.1-1999 (same as NFPA 54-1999. for gas furnaces and NFPA 31-2001 for oil furnaces. See install burners (oil/gas)<sup>5</sup></p> <p>ANSI Z223.1-1999 (same as NFPA 54-1999). ARI<sup>6</sup> 210/240-1994. UL 1995, Second Edition, 1995 Commercially available</p> <p>UL 181, Ninth Edition, 1996, including UL 181A, Second Edition, 1994 and 181B, First Edition, 1995 Commercially available</p>

<sup>1</sup> ASTM indicates American Society for Testing and Materials  
<sup>2</sup> ANSI indicates American National Standards Institute  
<sup>3</sup> NFPA indicates National Fire Prevention Association  
<sup>4</sup> UL indicates Underwriters Laboratories  
<sup>5</sup> Wisconsin Weatherization Specifications  
<sup>6</sup> ARI indicates Air Conditioning and Refrigeration Institute



**11.4.16 Replacement Furnaces, Boilers and Wood Stoves – (Standards for Conformance)**

Chimneys, fireplaces, vents and solid fuel burning appliances Gas-fired furnaces  Oil-fired furnaces  Liquefied petroleum gas storage Ventilation fans; Including electric attic, ceiling and whole-house fans	NFPA <sup>1</sup> 211-2002 (same as ANSI <sup>2</sup> A52.1)  Replacement heating systems must be ENERGY STAR <sup>®</sup> qualified. <sup>3</sup> ANSI Z21.47-1998 and ANSI Z223.1p1999 (same as NFPA 54-1999). UL <sup>4</sup> 727, Eighth Edition, 1994 and NFPA 31-2001, NFPA 58-2001. NFPA 58-2001  ENERGY STAR <sup>®</sup> qualified when available, UL 507, Ninth Edition, 1999
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- <sup>1</sup> NFPA indicates National Fire Prevention Association
- <sup>2</sup> ANSI indicates American National Standards Institute
- <sup>3</sup> Wisconsin Weatherization Specifications
- <sup>4</sup> UL indicates Underwriters Laboratories

**11.4.17 Air Conditioning and Cooling Equipment – (Standards for Conformance)**

Air Conditioners  Central air conditioners Room size units Other cooling equipment including evaporative coolers, heat pumps, and other equipment	Replacement air conditioners must be ENERGY STAR <sup>®</sup> qualified <sup>1</sup> ARI <sup>2</sup> 210/240-1994, SEER rating of 13 ANSI/AHAM <sup>3</sup> RAC 1-2003 UL <sup>4</sup> 1995, Second Edition, 1995
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- <sup>1</sup> Wisconsin Weatherization Specifications
- <sup>2</sup> ARI indicates Air Conditioning and Refrigeration Institute
- <sup>3</sup> ANSI/AHAM indicates American National Standards Institute/Association of Home Appliance Manufacturers
- <sup>4</sup> UL indicates Underwriters Laboratories

**11.4.18 Screens, Window Films, and Reflective Materials – (Standards for Conformance)**

Insect screens Window films Shade screens: Fiberglass shade screens Polyester shade screens Rigid awnings: Wood rigid awnings Metal rigid awnings Louver systems: Wood louver awnings Metal louver awnings Industrial-grade white paint used as a heat-reflective measure on awnings, window louvers, doors, and exterior duct work (exposed)	Commercially available Commercially available  Commercially available Commercially available  Commercially available Commercially available  Commercially available Commercially available Commercially available
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**11.4.19 Refrigerators – (Standards for Conformance)**

Refrigerator/freezers (does not include freezer-only units)	Replacement refrigerators must be ENERGY STAR <sup>®</sup> qualified <sup>1</sup> UL <sup>2</sup> 250. Replaced units must be disposed of properly per Clean Air Act 1990, Section 608, as amended by CFR <sup>3</sup> 82, May 14, 1993
Freezers (stand alone)	Replacement freezers must be chest type, ENERGY STAR <sup>®</sup> qualified UL 250. Replaced units must be disposed of properly per Clean Air Act 1990, Section 608, as amended by 40 CFR 82, May 14, 1993

<sup>1</sup> Wisconsin Weatherization Specifications

<sup>2</sup> UL indicates Underwriters Laboratories

<sup>3</sup> CFR indicates Code of Federal Regulations

**11.4.20 Fluorescent Lamps and Fixtures – (Standards for Conformance)**

Compact fluorescent lamps (CFLs)	ENERGY STAR <sup>®</sup> Qualified <sup>1</sup> ANSI/UL <sup>2</sup> 542, Seventh Edition, February 6, 1997 and UL 1993, First Edition, 1993
Fluorescent lighting fixtures	UL 1598/CSA 250-2001, Fourth Edition, 1995

<sup>1</sup> Wisconsin weatherization Specifications

<sup>2</sup> ANSI/UL indicates American National Standards Institute/Underwriters Laboratories

**ATTACHMENT 1 – Part 2: Technical Specifications for APPLIANCES For use with Agency procurement as attachment to RFB (August 2008). SOURCE: Wisconsin Weatherization Program Manual (Rev. 7-15-04) and Wisconsin Weatherization Field Guide**

## **A. GENERAL**

- 1) The proper operation of all appliances must be reviewed with the customer upon completion of the installation.
- 2) Vendor must remove all packaging materials from the customer's property.
- 3) The old item (item being replaced) must be removed from the customer's property.
- 4) Disposal includes proper removal and disposal of all hazardous materials and delivery of the old item (refrigerators/ freezers) to a salvage/recycle facility. Freon reclamation by State licensed contractors is required.
- 5) All installation and warranty information must be left with the installed appliance.
- 6) Any damage to customers property including but not limited to, floors and floor coverings, walls, trim, doors, cabinets, countertops, household items and stairways, caused by the installation of the item, will be the responsibility of the vendor to make new.
- 7) A card identifying the responsible contractor's name, phone number and date of installation must be presented to the customer at time of delivery.
- 8) Vendor to schedule delivery time and date with customer prior to delivery of item. Vendor should record all attempts to schedule and deliver product and report delays to agency in sufficient time for Agency to intervene so that Vendor meets required deadlines.
- 9) Removal only of functional appliances for energy conservation purposes. No appliances are being replaced.

## **B. Refrigerators**

- 1) Replace units manufactured before 1990.
- 2) Replacement refrigerators must be **current** Energy Star® qualified products. See [www.energystar.gov](http://www.energystar.gov)
- 3) De-manufacture and properly dispose all refrigerators removed. Replaced units must be disposed of properly per Clean Air Act 1990, Section 608, as amended by 40 CFR<sup>2</sup> 82, May 14, 1993.
- 4) Remove additional functional units not being replaced, as directed by agency.
- 5) New replacement units may not have through-the-door ice or water service.
- 6) Set-up includes leveling of the item and correct door swing (refrigerators) to meet customers needs.

## **C. Freezers – stand-alone**

- 1) Replace existing freezers that have a metered Power Factor less than 0.75 with a properly sized Energy Star® qualified freezer, as directed. Freezer size range (cu.ft.) to bid on may include: 14.8, 16.5, and 20.3.
- 2) Replacement models should be chest type freezers with manual defrost.
- 3) Removal of additional functional units operating in conditioned spaces and not being replaced, as directed by work order.
- 4) De-manufacture and properly dispose of all freezers removed. Replacement units must be disposed of properly per Clean Air Act 1990, Section 608, as amended by 40 CFR<sup>2</sup> 82, May 14, 1993.

**ATTACHMENT 1 – Part 2: Technical Specifications for APPLIANCES For use with Agency procurement as attachment to RFB (August 2008). SOURCE: *Wisconsin Weatherization Program Manual (Rev. 7-15-04) and Wisconsin Weatherization Field Guide***

**D. Window Air Conditioners**

- 1) Unit installed must be properly connected to electrical outlet. No extension cords are allowed.
- 2) Unit installed must fit properly in window opening and pitched to allow for correct flow of condensate.
- 3) Unit installed must be sealed properly in window opening so no air leakage occurs around it.

COST SHEET

REQUEST FOR BIDS #0807-09F

FOR: Appliance Purchase and Installation

VENDOR NAME \_\_\_\_\_

All items must be bid on.

	brand and model number	unit price	est. qty	total unit price
<b>Refrigerator ***</b>				
<b>Top mount freezer</b>				
15 cubic foot	_____	\$ _____	50	\$ _____
18 cubic foot	_____	\$ _____	200	\$ _____
21 cubic foot	_____	\$ _____	150	\$ _____
<b>Freezer ***</b>				
<b>Chest type</b>				
10 cubic foot	_____	\$ _____	100	\$ _____
13 cubic foot	_____	\$ _____	100	\$ _____
15 cubic foot	_____	\$ _____	300	\$ _____
<b>Upright type</b>				
14 cubic foot	_____	\$ _____	3	\$ _____
17 cubic foot	_____	\$ _____	2	\$ _____
19 cubic foot	_____	\$ _____	5	\$ _____

COST SHEET

REQUEST FOR BIDS #0807-09F

FOR: Appliance Purchase and Installation

VENDOR NAME \_\_\_\_\_

Removal of additional unit	\$ _____
Removal only (no appliances are being replaced)	\$ _____
Delivery and setup (per each job)	\$ _____
Disposal (per each job)	\$ _____
Total	\$ _____

**BID REQUIREMENT:** Vendors must provide a written statement of the volume (quantity) of work they can successfully perform and meet contract conditions.

Indicate the percentage of the Grand Total you agree to provide during the contract period: \_\_\_\_\_ 25% \_\_\_\_\_ 50% \_\_\_\_\_ 75% \_\_\_\_\_ 100%

Identify this in terms of the number of jobs per month you agree to complete during the contract period: \_\_\_\_\_ jobs per month

\*\*\* All items must be Energy Star qualified

\* NOTE – All prices for replacements must include all materials and labor for a "normal" installation, according to manufacturer's specifications and the technical specifications of this RFB. All additional work and associated changes MUST BE APPROVED by the WEATHERIZATION AGENCY BEFORE PERFORMANCE OF THAT WORK.

AGENCY NAME \_\_\_\_\_

Bid/Proposal # 0807-09F  
*Appliance Purchase and  
Installation*

**VENDOR REFERENCE**

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name

Address (include Zip + 4)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

Company Name

Address (include Zip + 4)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

Company Name

Address (include Zip + 4)

Contact Person

Phone No

Product(s) and/or Service(s) Used

Company Name

Address (include Zip + 4)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

AGENCY NAME \_\_\_\_\_

Bid/Proposal # 0807-09F  
*Appliance Purchase and Installation*

**VENDOR INFORMATION**

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

\_\_\_\_\_ FAX \_\_\_\_\_

Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_

Address \_\_\_\_\_

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

2. Name the person we may contact in the event there are questions about your bid / proposal.

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

Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_

FAX \_\_\_\_\_

Address \_\_\_\_\_

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

3. All vendors that are awarded over \$25,000 on this contract will be required to submit affirmative action information to the State of Wisconsin. *Note that a copy of this information must also be provided to the Weatherization Agency when it is submitted to the State.*

Please name the person in your company that the state may contact about this plan.

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

Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_

FAX \_\_\_\_\_

Address \_\_\_\_\_

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

4. Mailing address where Agency purchase orders are to be mailed and person *Weatherization Agency* may contact concerning orders and billings.

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

Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_

FAX \_\_\_\_\_

Address \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Measure Category	Size (Cubit Feet)	Unit of Measure	Unit Cost	Invoice QTY	Invoice Price
<b>Refrigerator</b>		each			
		each			
		each			
Removal Only (include \$50 Incentive)		each			
Remove Additional Unit (include \$50 Incentive)		each			
<b>Freezer</b>					
		each			
		each			
		each			
Removal Only (include \$50 Incentive)		each			
Remove Additional Unit (include \$50 incentive)		each			
<b>Other:</b>					
		each			
Notes:					
				<b>Totals</b>	\$0.00

Contractor Name  
Address  
City State Zip  
Telephone

RFB #0807-09A-G

Job # \_\_\_\_\_

### Affidavit and Waiver of Lien

\_\_\_\_\_  
(Name)

being that he/she is the \_\_\_\_\_ of  
(Officer – Title)

\_\_\_\_\_  
(Company Name)

(Hereinafter referred to as the “Company”) and is familiar with the facts herein stated that the project’s common address is \_\_\_\_\_ and is legally owned by \_\_\_\_\_.

That said Company performed work and labor and/or furnished materials for use in the construction or renovation of the above listed home.

That said Company has provided all labor, materials, construction fees, rental fees, subcontractors, and all/any other costs connected with the completion of the scope of work dated \_\_\_\_\_ between the legal owner of the above listed property and the agency supplying funding for the project.

That said company relative to invoice number \_\_\_\_\_ hereby waives all liens and claims against the subject property listed above and further represents that no other person or parties have any right to a lien on the above listed common address.

Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A - SPECIAL TERMS AND CONDITIONS  
- RESPONSIBILITIES**

Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section."

**1. CONTRACTOR RESPONSIBILITIES**

1.1 The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the bidder must clearly explain their participation and obligations.

**2. STATE/ AGENCY RESPONSIBILITIES RELATED TO AFFIRMATIVE OUTREACH**

2.1 **AFFIRMATIVE STEPS:** The Department of Energy (USDOE), through the Weatherization Assistance Program, requires outreach to ensure that 'small and minority firms, and women's business enterprises' have the opportunity to bid on weatherization-related service contracts. The following 'Affirmative Steps' are required of Agencies, contractors and their sub-contractors in the procurement of services through competitive bidding [10 CFR 600, Subpart C, 600.236(e)(2)(i)]:

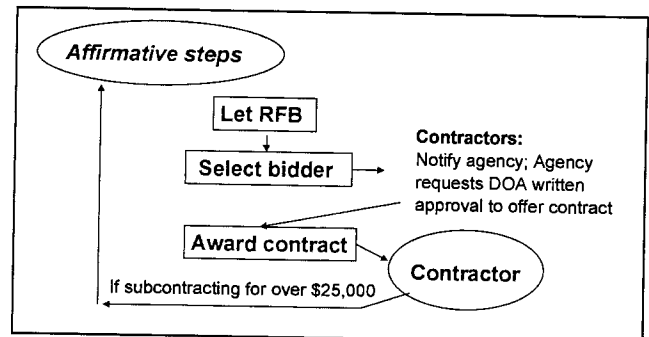
"(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority

2.2 **SOLICITATION LIST:** Upon request, Agencies will provide contractors with a solicitation list to use for affirmative outreach. Contractors are encouraged to add to this list if they are aware of firms that fall into these three groups. Definitions of these groups are provided in 3.5 of this Appendix. Note that documentation of affirmative outreach efforts is included in the record retention requirement (Appendix C - Supplemental Terms and Conditions, number 5.0).

**3. AGENCY RESPONSIBILITIES RELATED TO**

**Chart A.1 – Affirmative steps**



**MINORITY PARTICIPATION GOALS**

3.1 The State and the Agency are committed to the promotion and hiring of minority businesses. Therefore, dollars spent through the weatherization program on procurement of weatherization services, are subject to a goal of awarding at least 5% of the award amount of this request for bid/proposal to such enterprises.

The Agency will work with contractors on a case-by-case basis to identify a participation goal. The awarded contractor is strongly urged to use due diligence to further this policy by awarding sub-contracts to minority-owned business enterprises, or by using such enterprises to provide goods and

services incidental to this requested service or contract.

**3.2 ANNUAL REPORTS are required of the Agency and may be required of the contractor.** The Agency reports annually to the State their efforts and achievements toward the 5% goal through subcontracts and/or the utilization of such enterprises to provide goods and services incidental to this requested service or contract.

**3.3 MBE CERTIFIED BUSINESSES COUNT TOWARD THE AGENCY GOAL:** Eligible minority-owned business enterprises must be certified by the Wisconsin Department of Commerce, Bureau of Minority Development in order to have the maximum opportunity to participate in the performance of such contracts. A database of certified minority businesses, as well as the services and commodities they provide, is maintained by the Wisconsin Department of Commerce at <http://apps.commerce.state.wi.us/servlet/MinorityBusiness?f=c>.

**3.4 Definitions** for groups identified for outreach. Note that the participation goal is measured ONLY for minorities; outreach is for all three groups:

**3.4.1** "Small business" means a business which has had less than \$1.5 million in gross annual sales in the most recent calendar or fiscal year. Wis. Stats. 16.75(4)

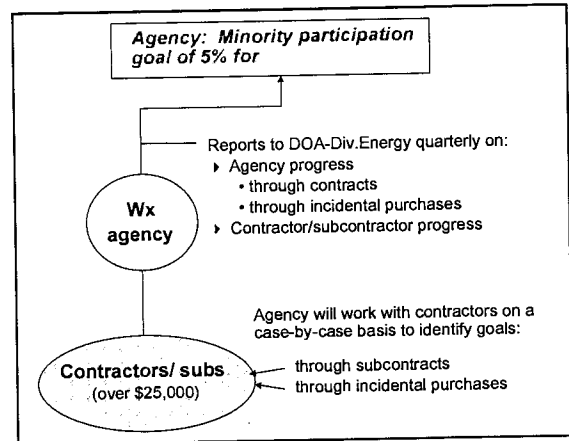
**3.4.2** Women's business enterprises: "Female owned business" means a business that is at least 51% owned controlled and actively managed by a woman or women. Wis. Adm. Code ILHR 830.02(14)

**3.4.3** Minority firms/businesses/enterprises: "Minority business enterprise" is a business certified by the Department of Development under s. 560.036(2).

"Minority group member" means any of the following: Black American,

Hispanic American, American Indian, Eskimo, Aleut, native Hawaiian, American Asian-Indian, and an American of Asian-Pacific origin. Wis. Stats. 16.75(3m).

**Chart A.2 – Minority participation**



**Appendix B – State of Wisconsin STANDARD  
TERMS AND CONDITIONS (rev. 5/28/09)**

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.

- 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 Agency 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 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

**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 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.

**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 TERMS AND 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 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 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:** 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:** 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.

**17.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor to the state. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the state for approval. Upon award of the contract, the Agency will provide Contractor contact information to the state for the purpose of complying with this requirement. Questions regarding this requirement may be directed to the Office of Contract Compliance at 608-266-5462. Information is also available on the state's VendorNet System website:  
<http://vendornet.state.wi.us/vendornet/contract/contcom.asp> .

**17.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the state that sets forth the provisions of Wisconsin's nondiscrimination law.

**17.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor with the State, termination of the contract, or withholding of payment.

**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 must 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 ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

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

**21.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the Agency shall:

**21.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**21.2** 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 product 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.

**21.3** The Agency reserves the right to require higher or lower limits where warranted.

**22.0 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, Section 1, 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 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.

**24.0 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.

**24.1** 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.

**24.2** 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.

**25.0 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 must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

**26.0 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.

**27.0 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).

**28.0 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.

**29.0 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.

**30.0 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) 266-3590.

**Appendix C - SUPPLEMENTAL TERMS AND  
CONDITIONS (REV. 7/15/09)**

**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 must be kept in accordance with generally accepted accounting procedures. All procedures must 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 EPA LEAD; RENOVATION, REPAIR, AND PAINTING PROGRAM:** The Environmental Protection Agency (EPA) issued 40 CFR Part 745 to take effect on or after April 22, 2010. See the following link for new requirements: <http://www.epa.gov/lead/pubs/renovation.htm>. Note that Wisconsin has more stringent criteria (see 8.0, below) that will trigger the requirement for certification.

**8.0 LEAD SAFE WEATHERIZATION (LSW) TRAINING:** A requirement for LSW training may apply to contractors and their subs in applicable situations. When surfaces are disturbed that may have lead-based paint, weatherization workers/contractors must exercise caution to keep any dust that is generated from becoming a hazard to the clients, to them-selves or to their families. They do this (safe-guarding people from lead-based paint hazards) through a set of safe work protocols referred to as Lead Safe Weatherization (LSW).

**8.1** LSW should be performed when:

The dwelling was constructed pre-1978, and

The dwelling has not been determined to be lead-based paint free, and

Either, the amount of disturbed lead-based painted surface exceeds two square feet per room of interior surface, twenty square feet of exterior surface, or 10 percent of a small component type, e.g., window; or the amount of lead-based paint dust that will be generated by the Weatherization work exceeds the OSHA-defined airborne levels for lead.

**8.2** The selected contractor warrants that their staff assigned to perform any work onsite under this RFB will within 90 days of acceptance provide evidence that they have successfully completed a State of Wisconsin-sanctioned Lead Safe Work Practices training. By or before April 22, 2010, the new requirements (see 7.0, above) will take effect and the contractor must meet those requirements.

**9.0 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.

**10.0 BRAND NAME OR EQUAL:**

**10.1** The bidder must 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.

**10.2** 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.

**10.3** 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.

**10.4** 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.

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

**11.0 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:

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

**11.2** 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.

**11.3** 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. 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.

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

**12.0 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.