

<p align="center">REQUEST FOR BID # 04-1621</p> <p align="center"><i>Water Heater Replacement & Misc. Plumbing Repairs</i></p> <p align="center">THIS IS NOT AN ORDER REV. 06/20/2017</p>		<p align="center">CR – Social Development Commission</p> <p align="center"><i>Weatherization Program 1730 West North Avenue Milwaukee, WI 53205</i></p>											
<p align="center">Bid Due Date</p> <p align="center">Tuesday, May 4, 2021, 2:00 p.m. CT</p>		<p align="center">All questions relating to this Request For Bid shall be submitted in writing to:</p> <p align="center">Scott Scherer, Procurement Coordinator 1730 W. North Avenue, Milwaukee, WI 53205 Fax #414-906-2719, Email sscherer@cr-sdc.org</p>											
<p>Quote Price and Delivery FOB</p> <p>FOB Destination (also see Appendix A, 5.0.)</p>		<p align="center">Note – Email and Fax bids not accepted.</p>											
<p align="center">Calendar of Events</p> <table border="0"> <tr> <td>Friday, April 16, 2021, 10:00 a.m. CT</td> <td>RFB Issuance</td> </tr> <tr> <td>Thursday, April 22, 2021, 2:00 p.m. CT</td> <td>Deadline for Submitting Written Questions</td> </tr> <tr> <td>Thursday, April 29, 2021, 8:00 a.m. CT</td> <td>Mandatory Bidders’ Meeting</td> </tr> <tr> <td>Tuesday, May 4, 2021, 2:00 p.m. CT</td> <td>Bid Due Date</td> </tr> <tr> <td>Tuesday, May 12, 2021, 2:01 p.m. CT</td> <td>Bid Opening</td> </tr> </table>				Friday, April 16, 2021, 10:00 a.m. CT	RFB Issuance	Thursday, April 22, 2021, 2:00 p.m. CT	Deadline for Submitting Written Questions	Thursday, April 29, 2021, 8:00 a.m. CT	Mandatory Bidders’ Meeting	Tuesday, May 4, 2021, 2:00 p.m. CT	Bid Due Date	Tuesday, May 12, 2021, 2:01 p.m. CT	Bid Opening
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<p>Bidder Name and Address (must be completed)</p>													
<p><input type="checkbox"/> We claim Wisconsin certified minority business or Wisconsin certified disabled veteran-owned business preference. Under Wisconsin Statutes, a 5% preference may be granted to a CERTIFIED Minority Business Enterprise (MBE) or a CERTIFIED Disabled Veteran-owned Business (DVB). Bidder must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Wisconsin Department of Administration, 101 E. Wilson St., 6th Floor, Madison, WI 53703, (608) 261-2510. Does Not Apply to Printing Bids.</p>													
<p>ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS and AGREEMENT TO ALL TERMS: In signing this Bid, Bidder acknowledges and affirms that its Bid complies with all terms, conditions and specifications of this RFB and any addenda, appendices or revisions thereto. If awarded a contract, Bidder shall comply with all terms of its Bid and all terms, conditions and specifications of this RFB and any addenda or revisions thereto.</p> <p>DEBARMENT AND SUSPENSION: In signing this Bid, Bidder acknowledges it has not been suspended, debarred, declared ineligible or voluntarily excluded from eligibility by any Federal department or agency.</p> <p>NON-COLLUSION: In signing this Bid, Bidder certifies it has 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.</p>													
<p>Name of Authorized Company Representative (Type or Print)</p>		<p>Title</p>	<p>Date</p>										
<p>Signature of Authorized Company Representative Named Above</p>		<p>Phone</p>	<p>Fax</p>										
			<p>Email</p>										

CHECKLIST FOR SUBMITTING A BID

Understanding the Request for Bid (RFB)

- Thoroughly read and review this Request for Bids and all attachments, appendices, addenda, and/or revisions.
- Submit any written questions to the Procurement Coordinator by the deadline provided in the Calendar of Events.
- Determine if the agency will hold a Bidders' meeting (see Section 3.7) and check the date provided in the Calendar of Events (see cover page).
- Know when and where the Bid is to be delivered.

Completing Your Bid

- Complete the Cost Sheet(s) provided with the RFB. Make sure your prices and calculations are accurate. If required, provide a written statement of what volume of work or quantity or products your company can handle under the Bid requirements. Do not alter the format of the Cost Sheet.
- Complete the Vendor Information Form provided with the RFB.
- Complete the two (2) Vendor Reference Forms provided with the RFB.
- Assemble required data specification sheets for each appliance or product on which you are bidding.
- Complete and sign the Request for Bid sheet provided as the cover of this RFB package.
- This checklist is provided for the Bidder's convenience only and is not required to be submitted with the Bid package.

Submitting Your Bid

- Prepare one set of original documents marked "Original" in the following order:
 1. **Signed Request for Bid Sheet** (RFB cover page)
 2. **Vendor Information Form** (Attachment 1)
 3. **Vendor Reference Form (Client)** (Attachment 2A)
 4. **Vendor Reference Form (Financial)** (Attachment 2B)
 5. **Cost Sheet(s)** (Attachment 3)
 6. **Additional Information** See Section 8. for details
- Make one photocopy of the complete set of original documents. Mark the photocopied set "Copy."
- Place the original and copied set of documents in a sealed package (envelope or box). Make sure the following information is clearly marked on the outside of the envelope or box:
 1. Bidder's Name and Address
 2. Request for Bid Title (See upper left hand box of RFB cover page)
 3. Request for Bid Number (See upper left hand box of RFB cover page)
 4. Bid Due Date (See upper left hand box of RFB cover page and Calendar of Events)
- Ensure the sealed package is delivered to the correct address before the Bid Due Date and time in the Calendar of Events. **No emailed or faxed Bids are allowed.**

If You are Chosen for a Contract Award:

- Be prepared to provide any documents required by the agency — such as certificates of insurance, licenses, contractor credentials, training certificates, IRS Form W-9 (Request for Taxpayer Identification Number) or Affirmative Action plan/exemption (see Appendix A for more information).

1. INTRODUCTION

1.1 Scope

The purpose of this Request for Bids (RFB) is to provide interested parties with information needed to prepare and submit a Bid for the following:

Water Heater Replacement & Misc. Plumbing Repairs

CR-Social Development Commission (Agency) intends to use the results of this process to award a contract(s) to provide the goods or services described in this RFB, except for items identified as Informational Pricing. A detailed description of the commodities and/or services to be provided by the Lowest Responsible Bidder(s) is contained in the Cost Sheet(s) and other parts of this RFB.

The SERVICE TERRITORY in which these services will be provided includes: City of Milwaukee

The Agency may bid out specialized jobs, or procure specialized commodities, on an as-needed basis when deemed in the best interest of the Agency.

1.2 Procuring Agency

CR-Social Development Commission is a local administrative and executive weatherization service agency that works in conjunction with the State of Wisconsin Weatherization Assistance Program to provide residential weatherization services to eligible households. The State of Wisconsin Weatherization Assistance Program helps low-income residents reduce energy costs by decreasing home energy consumption through the installation of energy-saving measures and equipment. .

1.3 Definitions

Words and terms in this RFB shall be given their ordinary and usual meanings, and all meanings shall be applicable to the singular and plural forms of the words and terms. For the purposes of this RFB, the following words and terms shall have the meanings indicated:

“Agency” means CR-Social Development Commission.

“Appeal” means a process whereby an aggrieved Bidder may appeal the denial of a Protest to the Administrator of the Division.

“Bid” or “Bid Document” means the complete response of a Bidder, including all required documentation, submitted on the approved forms and setting forth the Bidder’s prices for providing the commodities and/or services described in the RFB.

“Bidder” means any individual, company, corporation or other entity that responds to this RFB.

“Calendar of Events” means the official schedule of events, deadlines and dates shown on the cover of this RFB.

“Callback” means work required as a result of a final inspection or complaint/concern and occurs prior to a dwelling unit being reported as completed within the WisWAP System.

“Commodity” means the products, materials, supplies or equipment described in this RFB.

“Contract” means a written agreement between the Agency and Contractor that covers the delivery of work and/or commodities to be performed subsequent to this RFB.

“Contractor” or “Vendor” means a Bidder that is awarded a Contract under this RFB.

“Department” means the Wisconsin Department of Administration.

“Division” means the Division of Energy, Housing and Community Resources (DEHCR), Wisconsin Department of Administration.

“DVB” means a disabled veteran-owned business certified by the Wisconsin Department of Administration under Wis. Stats. s. 16.75(3m).

“Good Faith Dispute” means a contention by an Agency that goods delivered or services rendered were of a lesser quantity or quality than ordered or specified by contract, were faulty or were installed improperly; or any other reason giving cause for the withholding of payment by the agency until the dispute is settled.

“Informational Pricing” means prices provided for informational purposes in Attachment 3. Informational Pricing is not used to calculate the Grand Total or determine the Lowest Responsible Bidder. Items with informational pricing are outside the Scope of the resulting contract, and may or may not be ordered by Agency. The Agency reserves the right to negotiate prices and/or obtain the item from another Bidder.

“Interested Bidder” means any individual, company, corporation or other entity that is included on a solicitation list, requested a Bid package or attended a Bidders’ meeting (if a Bidders’ meeting is scheduled as part of this RFB).

“Lowest Responsible Bidder” means the Bidder that submits the lowest dollar total appearing in combination with other elements of the RFB that best meets the requirements of the solicitation, and demonstrates their Bid is responsive to technical and administrative requirements as requested.

“MBE” means a minority business certified by the Department of Administration under §560.036 (2), Wis. Stats.

“Prime Contractor” means the Contractor when it has engaged subcontractors to perform work under the Contract.

“Procurement Coordinator” means the person identified on the cover of this RFB who has been designated by the Agency to manage this RFB.

“Protest” means a process whereby an aggrieved Bidder may protest this RFB or the resulting Notice of Intent to Award to the Chief Executive Officer of the Agency.

“Request for Bid (RFB)” means this document including appendices, addenda, revisions and/or attachments.

“State” means the State of Wisconsin.

“Vendor” or “Contractor” means a Bidder that is awarded a Contract under this RFB.

“WisWap System” means the centralized web-based application operated by the Division for the purposes of contracting with the Agency, project tracking, production monitoring, job costing, monthly invoicing, distribution of funds, and program reporting.

“Working Days” means each calendar day except Saturday, Sunday, and official Federal holidays. All other references to ‘days’ means calendar days. If ‘working’ is not included in the reference to number of days, the days are calendar days.

2. CONTRACT INFORMATION

2.1 Contract Term

The Contract shall be in effect for a period of twelve (12) Months from 07/01/2021. The Contract may be renewed for one (1), one (1) year period by mutual written consent.

2.2 Terms and Conditions

In addition to the terms, conditions and specifications contained in this RFB, the following documents govern this RFB and any resulting contracts:

- **Appendix A – Wisconsin Weatherization Assistance Program Terms and Conditions**

Bidders shall accept the terms and conditions referenced above in their entirety or submit point-by-point exceptions along with proposed alternative or additional language for each exception. The Agency may reject a Bid if it deems the proposed alternative or additional language to be unacceptable. Submission of the Bidder’s standard terms and conditions 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 Bid. Failure of the successful Bidder to accept the Agency's terms and conditions for a contract shall result in cancellation of the award.

2.3 Contract Modifications

Any alterations made to the Contract shall be rendered in writing and signed by both parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original RFB or in excess of allowable and accepted price changes shall be made.

2.4 Entire Agreement

The Standard Terms and Conditions (Appendix A) 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.

3. BID PROCEDURES AND INSTRUCTIONS

3.1 Reasonable Accommodations

The Agency shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need information in an alternative format or accommodations at a Bid opening or at a Bidder meeting, contact the Procurement Coordinator.

3.2 Bid Contents and Delivery Requirements

Bidders shall submit an original Bid document and one copy of the Bid document by the Bid Due Date in the Calendar of Events to:

USPS/Mailing Address

Scott Scherer, Procurement Coordinator
CR-Social Development Commission
1730 West North Avenue
Milwaukee, Wisconsin 53205

Address for Hand-Delivery

Scot Scherer, Procurement Coordinator
CR-Social Development Commission
1730 West North Avenue
Milwaukee, Wisconsin 53205

All Bids shall be packaged (envelope or box), sealed and show the following information on the outside of the package:

1. Bidder's Name and Address
2. Request for Bid Title (See upper left hand box of RFB cover page)
3. Request for Bid Number (See upper left hand box of RFB cover page)
4. Bid Due Date (See upper left hand box of RFB cover page and Calendar of Events)

Bids shall be date and time stamped at the office indicated above on or before the date and time Bids are due. Late Bids shall be rejected. Bids dated and time stamped in another office may be rejected. Bids that are not properly sealed may be rejected. Receipt of a Bid by the mail system does not constitute receipt of a Bid by the Agency. Any Bid that is inadvertently opened as a result of not being properly and/or clearly marked may be rejected. Bids shall be submitted separately and may not be included with sample packages or other Bids. Emailed or faxed Bids are not allowed.

3.3 Calendar of Events

The Calendar of Events provides important dates and times by which actions related to this RFB shall be completed. In the event that the Agency finds it necessary to change any of these dates and times, it shall provide written notification of such changes per Section 3.4, Communication with Bidders.

3.4 Communication with Bidders

In the event it becomes necessary to make changes to the Calendar of Events, provide additional clarifying data or information, revise any part of this RFB, or provide a record of questions and answers, the Procurement Coordinator shall send written notification, electronically or in hard copy, to all Interested Bidders.

3.5 Format of Bid

Bidders responding to this RFB shall submit the following materials:

- a) **Signed Request for Bid Sheet:** The Bid shall include the signed Request for Bid sheet provided as the cover of this RFB package. A Bid submitted in response to this RFB shall be signed by the person in the Bidder's organization who is responsible for decisions regarding prices 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.
- b) **Vendor Information Form** (Attachment 1)
- c) **Vendor Reference Form (Client)** (Attachment 2A)
- d) **Vendor Reference Form (Financial)** (Attachment 2B)
- e) **Cost Sheet** (Attachment 3): Provide cost information on the Cost Sheet(s) included in this RFB. All costs for furnishing the commodities and/or services, as set forth in the terms and conditions of this RFB, shall be included in the Bid. Please refer to Section 7. Cost Information, for information on Bid pricing, capacity and price adjustments.
- f) **Additional Information:** Please refer to Section 8. Additional Information Requirements, for a listing of required additional documents.

The checklist included with this RFB is provided for the convenience of the Bidder. The Bidder is not required to submit the checklist with its Bid package.

3.6 Questions

Questions concerning this RFB shall be submitted in writing to the Procurement Coordinator on or before the Deadline for Submitting Written Questions provided in the Calendar of Events. Bidders are expected to raise any questions, exceptions or additions concerning the RFB document prior to this deadline. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, the Bidder shall immediately notify the Procurement Coordinator and request modification or clarification of the RFB document. All questions shall be recorded by the Agency. All questions and answers shall be provided per Section 3.4, Communication with Bidders.

3.7 Bidders' Meeting

The Agency will hold a public informational meeting for Bidders at the date and time provided in the Calendar of Events. The Bidders' meeting will be held at the following location:

CR-Social Development Commission
1730 West North Avenue
Milwaukee, WI 53205

The Bidder's meeting is mandatory. Bidders shall be required to register when attending the mandatory Bidders' meeting. Notwithstanding Section 3.4, a written record of questions asked and answered at the mandatory Bidder's meeting shall be created and sent electronically or in hard copy to only those Bidders that attend the mandatory Bidders' meeting. Only Bidders that attend the mandatory Bidders' meeting are permitted to submit a Bid; failure to attend the mandatory Bidders' meeting shall result in rejection of a Bid.

3.8 Multiple Bids

Multiple Bids from a Bidder are permitted. Each Bid shall conform fully to the requirements of this RFB. Each Bid shall be separately submitted and labeled as Bid #1, Bid #2, etc., on each page included in the response.

Each Bid shall offer different manufacturers and/or models of products for items identified in the RFB. Multiple Bids identifying the same manufacturers and/or models of products shall be deemed non-responsive, and only the lowest Bid price by the Bidder shall be deemed the Lowest Responsible Bid.

If the Agency awards multiple contracts, a Bidder may receive only one award based upon its Lowest Responsible Bid. A Bidder's succeeding responsible Bids shall be rejected for the purposes of awarding to multiple vendors.

3.9 Incurring Costs

Neither the Agency nor the State of Wisconsin is liable for any cost incurred by a Bidder for responding to this RFB.

3.10 Contact with the Agency

From the date of issuance of this RFB until a Letter of Intent to Award a Contract is issued, all contacts with the Agency regarding this RFB shall be made only through the Procurement Coordinator. Any information provided by a source other than the Procurement Coordinator shall be deemed unofficial and nonbinding. Violation of this condition may be considered sufficient cause for rejection of a Bid, irrespective of any other considerations.

3.11 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.

4. BID ACCEPTANCE, VERIFICATION AND AWARD

4.1 Bid Opening

Bids shall be opened on the Bid Opening date and time specified in the Calendar of Events. Names of the Bidders may be read aloud at the Bid opening. The Bid opening will be held at the following location:

CR-Social Development Commission
1730 West North Avenue
Milwaukee, WI 53205

4.2 Bid Review and Verification

The Agency shall review each Bid to verify that it meets all specified requirements in this RFB. This verification may include requesting reports on the Bidder's financial stability, conducting demonstrations of the Bidder's proposed products and/or service, and reviewing results of past awards to the Bidder by the Agency.

- a) **Capability and Performance History:** Before the award of any contract(s), the Agency shall be satisfied that the Bidder has sufficient capability and performance history to perform the work described in the RFB. It is the Bidder's responsibility to provide information to the RFB Procurement Coordinator that demonstrates these qualifications by submitting clear, concise and complete documentation and thorough references.
- b) **References:** Bidders shall provide the information required in the vendor reference forms by supplying with their Bid:
 1. A client list of no less than three (3) and no more than six (6) references for which similar products and/or services have been provided during the past three (3) years. See Attachment 2A.
 2. Contact information for no less than one (1) and no more than four (4) credit reference(s). See Attachment 2B.

If contacted, information received from such references may be used to determine whether the Bidder meets the State's requirements.

4.3 Bid Acceptance

Bids that do not comply with instructions contained in this RFB may be rejected by the Agency. The Agency reserves the right to waive a particular specification if no Bidder meets that specification. The Agency may request reports on a Bidder's financial stability. The Agency may reject a Bid if the Bidder is determined to have inadequate financial means to provide the product or service being 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 and the State of Wisconsin. The Agency shall be the sole judge as to compliance with the instructions contained in this RFB. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening unless otherwise noted. A Bidder may withdraw its Bid at any time prior to the issuance of an Intent to Award.

4.4 Minority Business Enterprises and Disabled Veteran Businesses

The Agency, in its sole discretion, may provide up to a five percent (5%) Bid preference to certified Minority Business Enterprises and Disabled Veteran Businesses in accordance with §16.75(3m), Wis. Stats. See <https://wisdp.wi.gov/> for information on these certifications.

4.5 Method of Award

The award shall be made in the best interest of the Agency, as determined by the Agency, to the Lowest Responsible Bidder(s) that meet(s) the requirements listed in this RFB. In the interest of promoting small business economic development, the agency intends to make multiple awards based on the capacity of each Vendor beginning with the lowest responsible bidder(s). In such case, the next-lowest bidder(s) will also be given the opportunity to be an awardee at their bid price, until the needs of the Agency are met. Vendors must provide a written statement of the Volume (quantity) of work they can successfully complete to meet contract conditions (see cost sheet).

4.6 Intent to Award a Contract

Any Bidders that submit a Bid shall be notified in writing of the Agency's Intent to Award a Contract as a result of this RFB. After the notice of intent to award is issued, the public may inspect and copy RFB records during the Agency's normal business hours. Please contact the Agency in advance of Bid inspections to ensure the availability of space and staff.

4.7 Protest and Appeal Procedures

A written notice of a party's intent to protest an Award(s) (Intent to Protest) shall be received by the Agency's Chief Executive Officer no later than five (5) working days after issuance of the Intent to Award. A written protest shall be received by the Agency no later than ten (10) working days after issuance of the Intent to Award. Notices of an Intent to Protest and Protests shall be made in writing. Protests shall be as specific as possible and identify statutes, Wisconsin Administrative Code provisions, Wisconsin Weatherization Assistance Program policies and/or Department of Energy regulations that are alleged to have been violated. An Intent to Protest or Protest shall be submitted in writing to:

USPS Address

George Hinton, CEO
CR-Social Development Commission
1730 W. North Avenue
Milwaukee, Wisconsin 53205

Address for Hand-Delivery

George Hinton, CEO
CR-Social Development Commission
1730 W. North Avenue
Milwaukee, Wisconsin 53205

5. TECHNICAL PERFORMANCE REQUIREMENTS

- 5.1.** All commodities and services purchased through this RFB shall meet standards and specifications set forth in the Wisconsin Weatherization Field Guide and/or Wisconsin Weatherization Program Manual. Relevant portions of the Guide and/or Manual are identified in this RFB as Attachment 4.
- 5.2.** All proposed commodities shall be capable of performing all operations in accordance with manufacturer's advertised data sheets and technical publications. Please refer to Section 8. Additional Information Requirements, for a listing of required data sheets and technical publications that shall be submitted with this Bid.
- 5.3.** When a commodity is required to meet the current Energy Star® standard it shall be labeled and listed on the Energy Star® website (<http://www.energystar.gov/>), and the following requirements apply:
 - a)** It shall conform to the set of criteria used by ENERGY STAR® to rate products.
 - b)** Products listed on the Energy Star® website are considered to meet current Energy Star® standards.
 - c)** Products shall conform to the standards scheduled to be in effect on July 1, 2021.
 - d)** If the RFB requires a product that is not readily available, a bidder shall notify the Procurement Coordinator immediately (see section 3.6).
 - e)** If a standard changes during the life of the contract and a product change is required, section 7 shall apply and a price adjustment may be negotiated.
- 5.4.** All items Bid shall be the manufacturer's current production products and materials shall be first quality. Items that are used, floor models or demonstrators, obsolete or discontinued are unacceptable.

- 5.5.** All debris related to installation including appliances and major mechanicals shall be removed and properly disposed of following applicable federal, state and local regulations.
- 5.6.** The Contractor shall have available the following minimum diagnostic testing equipment for performance of this contract:
- a) Personal CO monitor
 - b) Combustion analyzer
 - c) CO analyzer
 - d) Draft gauge or manometer
 - e) Gas leak detector and non-corrosive gas leak detection fluid
- 5.7.** The Contractor is required to have available a digital camera capable of meeting the following requirement for photographs: Photographs shall be provided upon request (electronically or a digital scan of hard copy) to the Agency that document existing equipment or condition, installed equipment including manufacturer's nameplate or completed repairs. Photographs must be submitted for all call backs and State reworks.

6. CONTRACTOR PERFORMANCE REQUIREMENTS

6.1. Prime Contractor

The Prime Contractor shall be responsible for contract performance when subcontractors are used. When subcontractors are used, they shall abide by the terms and conditions of the contract. If subcontractors are used, the Contractor shall clearly explain their participation. The Agency shall reserve the right to approve the use of subcontractors in the fulfillment of the contract. (See Appendix A, Part A, Assignment).

6.2. Work Order, Work Flow and Job Completion

- a) The Contractor shall take receipt of work orders via email, fax or personal pickup at the Agency.
- b) The Contractor is responsible for contacting and arranging with the customer to provide the services that are part of performance under this contract.
- c) The Contractor shall complete the required work within (25) days of receipt of the Agency's job order unless otherwise agreed to in writing by the Agency.
- d) The Contractor shall notify the Agency of job completion within (5) days by email, fax, telephone or personal delivery to the Agency.

6.3. Invoices, Required Documentation and Payment

- a) The Contractor shall ensure that a valid invoice is received by the Agency within (5) days of job completion. A valid invoice shall include all required forms and other required information, provide cost information as required and shall be submitted after job completion. Failure to provide all required information creates an exception to prompt payment (good faith dispute).
- b) Invoices presented for payment shall be submitted in accordance with Agency instructions. See Attachment 5.

- c) The Agency shall make payment to the Contractor within thirty (30) days of receipt of a valid invoice providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- d) Any callback work shall be satisfactorily addressed before issuance of payment.
- e) A good faith dispute creates an exception to prompt payment. The Agency shall provide written notification to the Contractor.
- f) The Contractor shall provide the Agency with a copy of any and all documentation regarding problems or issues regarding job site performance, commodity performance and/or client issues.
- g) The Contractor shall not, under any circumstances, seek payment from the owner or occupant of the premises improved under the Contract. The only recourse for payment for the work performed under the Contract is through the Agency.
- h) The Contractor shall notify the Agency in writing of any changes to the list of subcontractors and suppliers providing materials and/or labor for weatherization services within ten (10) business days of the effective date.

6.4. Lien Waivers, Lien Notice Action and Recourse for Payment

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:

- a) The Vendor agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.
- b) 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.
- c) Any lien notice action by a Vendor, and/or any of their subcontractors and/or material suppliers, against a property owner shall be considered non-performance by the terms and conditions of this contract, and the Vendor may be removed from the statewide weatherization agency bidder's list for a period of 2 to 5 years, as may any subcontractors and suppliers that take such action.
- d) **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.
- e) The Agency reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor if any lien notice action is taken by the Contractor, and/or any of their subcontractors and/or material suppliers, against a property owner.
- f) 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. When lien waivers are required, 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. This applies whenever a specific property or properties to be improved is identified to the Vendor and any of their suppliers and/or subcontractors.

6.5. Warranties and Repairs

- a) The Contractor shall provide the manufacturer's standard warranties on all items. In addition, a one (1) year service contract on commodities and labor is required for all work performed under this RFB. The one (1) year service contract shall commence on the date of installation completion or completion of any work required as a result of the installation inspection.
- b) The Contractor shall furnish all warranty repairs or provide alternate source of local warranty repair at no extra cost to the Agency, the State of Wisconsin or the owner or occupant of the premises. Warranty repairs shall be performed within (10) days of notification.
- c) The Contractor shall, at the direction of the Agency, correct or have corrected any work determined by the Agency or the State of Wisconsin to be substandard. Such corrective work shall be at no extra cost to the Agency, the State of Wisconsin or the owner or occupant of the premises. Corrective work shall be performed within (5) days of notification.

6.6. Failure to Perform

The Contract may be terminated for the Contractor's failure to comply with any of the specifications or conditions of the RFB or the Contract.

If the Contractor fails to provide commodities or services at a level of capacity (either volume or quantity) or quality acceptable to the Agency, the Agency may, at its discretion, (1) direct a corrective action plan, (2) suspend the Contract pending resolution of quality problems or (3) terminate the Contract for cause. If the Contract is terminated for cause, the Contractor may be removed from the statewide weatherization agency Bidder's list for a period of two to five years.

Failure to comply with Affirmative Action/Non-Discrimination conditions (Appendix A) may result in the Contractor becoming declared an "ineligible" contractor with the State (§16.765, Wis. Stats.), termination of the contract, or withholding of payment.

In the event a Contractor is (1) not able to meet the capacity (either volume or quantity) requirements of the Agency, (2) suspended or (3) terminated, the Agency may award a Contract under this RFB to the next Lowest Responsible Bidder or complete an alternate procurement.

6.7. Permits, Insurance and Other Requirements

- a) The Contractor shall meet the insurance requirements specified in the terms and conditions. In addition, the Contractor shall provide a certificate of insurance listing CR-Social Development Commission as additional insured. Certificates of insurance shall be provided to the Agency within ten (10) working days of Notice of Intent to Award.
- b) For all services contracts with the potential to exceed \$149,999 annually and where wholesaler or subcontractor partnerships will be utilized to deliver weatherization services, a payment bond is required on the part of the contractor in the amount of \$150,000 or the anticipated amount of the contract, whichever is greater. The anticipated amount of the contract shall be based upon the historical spend of the Agency, adjusted for any conditions in the best judgment of the Agency. The contractor shall provide proof of payment bond within thirty (30) business days of the receipt of the award letter. No work shall be awarded to a contractor until this proof is provided and verified by the local agency. A payment bond is one executed in connection with a contract to ensure payment to all wholesalers and subcontractors performing work under the contract.
- c) The Contractor shall complete all required forms and return same to the Agency attached to

the invoice, or as directed by the Agency. (See attachment 5 Valid Invoice Requirements)

- d) Following the Intent to Award notification, the Contractor shall provide to the Agency its IRS Form W-9 (Request for Taxpayer Identification Number and Certification) and Affirmative Action plan/exemption Vendor Application Form (if not already an established Vendor), MBE and/or DBE certificates (if applicable), City of Milwaukee Contractor License, Asbestos O/M Certification for Field Staff, Lead Safe Company Certificate, Lead Safe Renovator Certifications for Field Staff, Safety Data Sheets (SDS), copy of written safety plan, Certificate of Insurance (see Appendix A for more information).
- e) Any change in material of equal or superior quality or installation standards shall be specifically approved in writing by the Agency. Any deviation or exceptions to the terms, conditions and/or specifications shall be submitted in writing and approved by the Agency with a signed change order. No minimum fee is allowed on change orders.
- f) Unless otherwise directed by the Agency, the Contractor is responsible for obtaining required state or local licenses and permits to perform work identified in this RFB. The Contractor shall be reimbursed for the actual cost of the permit only (no processing fee is allowed to be added on to the invoice). Therefore, do not include estimated permit costs when calculating bid price for each replacement.
- g) The Contractor shall participate in any training required by the Agency. Depending upon the cost of such training, a retention agreement may be required.
- h) If performance of the work provided through this RFB requires training and/or certification, the Contractor shall be required to demonstrate compliance as directed by the Agency within (60) days of a signed contract award. Performance of work under this contract requires the following training and/or certifications:
 - Asbestos O&M Certificate for Field Staff
 - Lead Safe Company Certificate
 - Lead Safe Renovator Certificates for Field Staff

6.8. Customer Education and Other Contractor Requirements

- a) The Contractor shall review proper operation and maintenance of all appliances (including filter replacement on forced air units) with the customer upon completion of the installation.
- b) The Contractor shall place all installation and warranty information packets and material with the installed appliance.
- c) The Contractor shall affix a clearly visible sticker identifying the Contractor's name, phone number and date of installation on each new mechanical appliance (e.g., furnace, boiler, water heater). The Contractor shall provide a document providing the Contractor's name, phone number and date of installation to the customer for other non-mechanical appliances (e.g., refrigerator).

6.9. Health and Safety

- a) The Contractor shall comply with all applicable federal, state and local regulations affecting worker and customer safety.
- b) The Contractor shall supply Safety Data Sheets (SDS) as directed by the Agency.
- c) If the work provided through this RFB is subject to the requirements for Lead Safe and/or

Asbestos requirements, see Appendix A, Part B, 14 and 15.

7. COST INFORMATION

7.1. Bid Pricing

- a) The Bidder shall complete the Cost Sheets (Attachment 3) following the instructions provided on the Cost Sheets. Failure to submit unit pricing as instructed for any item listed in the Cost Sheets shall result in rejection of the Bid. Failure to submit required capacity information (volume or quantity) as instructed may result in rejection of the Bid. Do not alter the format of the Cost Sheets or it may result in rejection of the Bid.
- b) The Bidder shall submit one fixed price per unit for the entire Contract period. If the Contract is renewed, the Contractor shall hold the fixed price per unit during the renewal period. Unit prices shown on the Bid or Contract shall be the price per unit of sale (e.g., gal., doz., ea.) as stated in the RFB or Contract. Price adjustments may be authorized by the Agency under limited circumstances (see Paragraph 7.3 Price Adjustments).
- c) Bidders may not impose a markup or service charge on licenses or permits. Do not include the price of permits or payment bonds in the unit bid price. The Contractor is reimbursed for the actual cost of permits through the invoice process.
- d) Bid prices include delivery of any installed products, installation, clean-up and removal of replaced product(s), and labor/material cost for any other tasks/items identified in the RFB or Attachments, unless specifically excluded.

7.2. Capacity

If required in the RFB cost sheet(s), the Bidder shall identify in writing as part of its Bid the volume of work and/or quantity of products it is able to handle in accordance with the Bid requirements.

7.3. Price Adjustments

The Contractor may lower a price at any time due to general market conditions or other considerations. Prices shall not be subject to any increase for ninety (90) calendar days from the date of the award. Any price increase proposed shall be submitted in writing to the Agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The Agency shall be the sole judge of whether a price increase shall be permitted, and shall either grant or reject the proposed increase in writing. The Agency reserves the right to reject any price increase that is deemed to be excessive.

8. ADDITIONAL INFORMATION REQUIREMENTS

8.1. Per Section 3.5 f), the Bidder shall include the following additional documents as part of its Bid package:

- Product data specification sheets are required to be submitted.
- A written list of subcontractors and suppliers, if any, providing materials and/or labor for weatherization services. The list shall include the company name, address, contact information, and a description of the materials and/or services that will be provided.

Attachment 1 - Vendor Information Form (rev. 02.03.2014)

AGENCY NAME _____ Bid # 04-1621
Water Heater Replacement & Misc.
Plumbing Repairs

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. Services/installation contracts only: Any Vendor/Contractor awarded over \$50,000 on this contract must submit affirmative action information to the Agency. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.
Name _____ Title _____
Phone _____ Toll Free Phone _____
FAX _____
Address _____
City _____ State _____ Zip + 4 _____

4. Mailing address where Agency purchase orders are to be mailed and person the Agency may contact concerning orders and billings.
Name _____ Title _____
Phone _____ Toll Free Phone _____
FAX _____
Address _____
City _____ State _____ Zip + 4 _____

Attachment 2A - Vendor Reference Form (Client) (rev. 11.17.2011)

AGENCY NAME _____

Bid # 04-1621
Water Heater Replacement & Misc.
Plumbing Repairs

References for Bidder/Vendor:			
Provide company or client information on the product(s) and/or service(s) installed/provided within the past three (3) years for three (3) or more installations or contracts with requirements similar to those included in this RFB. If a third party/sub-contractor(s) will be used, duplicate this page to provide required information for such parties.			
Product(s)/Service(s) (describe)			
#1 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No.	
Product(s)/Service(s) (describe)			
#2 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No.	
Product(s)/Service(s) (describe)			
#3 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No	
Product(s)/Service(s) (describe)			
#4 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No	
Product(s)/Service(s) (describe)			
#5 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No	

Attachment 2B - Vendor Reference Form (Financial) (rev. 11.17.2011)

AGENCY NAME _____

Bid # *04-1621*
Water Heater Replacement & Misc.
 Plumbing Repairs

References for Bidder/Vendor:			
Financial information: Provide contact information for credit reference(s) (financial institution, equipment wholesaler, etc.) that may be contacted to verify financial stability.			
#1 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No.	
Description			
#2 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No.	
Description			
#3 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No	
Description			
#4 Company Name			
Address (include Zip + 4)			
Contact Person		Phone No	
Description			

Attachment 4 – Water Heater Replacement & Misc. Plumbing Repairs RFB # 04-1621– Technical Specifications and Program Guidelines

Attachment to RFB – some content is based on the Wisconsin Weatherization Program Manual and Wisconsin Weatherization Field Guide. The Wisconsin Weatherization Program Manual and any Weatherization Program Notifications (WPN), which may come as a transmittal from the State and forwarded to Vendor after the award of this RFB, are to be adhered to at all times. Please refer to the complete Weatherization Program Manual (October 2020) for questions or needed clarification. Inquiries may also be submitted to the Agency. The Wisconsin Weatherization Program Manual and Wisconsin Weatherization Field Guide can be viewed on the HE+ website, from the home page click on the 'Grantee Information' tab at the top, next screen select 'WisWAP Grantee Information', next screen select document to be viewed. <http://www.homeenergyplus.wi.gov/>

4.1 Water Heater Replacement (WI Wx Field Guide)

Energy conservation water heater replacements typically occur by completing conversions to natural gas from another fuel type or by replacing the existing inefficient water heater.

Observe the following standards for all water heater replacements or removals:

1. Remove existing water heater and dispose of properly.
2. Size the replacement water heater properly, based upon the number of people in the building.

Observe the following standards for water heater installations:

1. Install water heater per manufacturer's instructions on a level and stable location. Provide strapping to secure the water heater, if needed.
2. Install a temperature and pressure-relief (TPR) valve with piping as required by code or local jurisdiction.
3. Ensure venting meets NFPA 54 for gas units.
4. Install a dedicated shut-off valve on the inlet side for future servicing, if none exists.
5. Ensure water lines do not leak after connection to water heater.
6. Fill tank with water before turning water heater on.
7. Measure and adjust temperature settings to 120° F. Check delivered temperature and adjust as necessary.
8. Affix a tag to the water heater identifying whom the customer should call for warranty service. Display the tag prominently, and confirm that it includes the service provider's name, address and telephone number.

4.1.1 ENERGY STAR® Gas Power-Vented Water Heater Installations (WI Wx Field Guide)

1. Follow the manufacturer's instructions to ensure proper venting of the new water heater.
2. If an existing outlet does not exist, install a GFCI outlet for electrical connection.
3. Confirm no gas leaks exist in any of the gas piping.
4. Install a proper sediment trap on gas line, if none exists.
5. Ensure bonding of Corrugated Stainless Steel Tubing (CSST) gas piping system meets NFPA 54.
6. Install properly sized gas piping.
7. A UL-listed appliance connector may be used to connect gas valve to gas piping.
8. Measure and adjust gas pressure to meet manufacturer's instructions.
9. Follow manufacturer's instructions for the proper removal of condensate.
10. Test for carbon monoxide (CO) level in the exhaust vent to confirm the CO level is less than 200 ppm air free.

4.2.3 Setting or Reducing Water Temperature (WI Wx Field Guide)

1. Measure the hot water temperature at the faucet nearest to the water heater, and set or reduce the water heater temperature to 120° F, with customer permission.
2. Mark the current setting on the thermostat, and move the control to a lower temperature. Note the difference between electric and gas controls shown here.
3. On electric water heaters, set the upper thermostat and lower thermostat to the same temperature. Shut off power to the water heater before opening thermostat access panels.

5.8 Worst-Case Draft Protocol (WI Wx Field Guide)

The main purpose of measuring draft is to confirm the combustion gases will vent safely to the outdoors. Draft is also an indicator of the effectiveness of the venting system and the stability of the combustion process. Draft is measured in inches of water column (i.w.c.) or Pascals (Pa).

Table 5-4: Acceptable Draft Test Readings for Gas Appliances (WI Wx Field Guide)

Acceptable Draft Test Readings for Gas Appliances			
with Respect to Outdoor Temperature			
°F	<10°	10°-90°	>90°
Pa.	-2.5	$(°F_{Out} / 40) - 2.75$	-0.5
IWC.	-.010	$(°F_{Out}/10,000) - 0.011$	-.002

Worst-Case Draft Test (WI Wx Field Guide)

Draft testing under worst-case depressurization conditions will discover whether the venting system will still remove the combustion gases when the combustion-zone pressure is at the most negative pressure, and most likely to cause a natural-draft chimney or vent to fail. A calibrated digital pressure gauge is essential for accurate and reliable readings of both combustion-zone depressurization and chimney draft.

Since draft and spillage testing identifies whether combustion gases are being exhausted, measure draft and note how the affect of potential back-drafting pressures such as exhaust fans, furnace-blower operation, and the opening and closing of interior doors.

If the appliance has an existing draft regulator, verify the draft regulator is functioning properly and installed according to the manufacturer's specifications.

Follow these steps to perform a worst-case draft test at the conclusion of each work day in which envelope or duct sealing measures performed and at the final inspection:

1. Set up the house in worst-case depressurization conditions.
2. Drill an appropriately sized hole in the flue(s) of the appliances to be tested. For gas appliances, drill the test hole in the middle of the flue, halfway between the appliance and the chimney. For oil appliances, drill the test hole before the barometric damper.
3. Fire each combustion appliance, starting with the smallest BTU appliance. Check for spillage of combustion products near the flue diverter, hood, or barometric damper. Check for spillage after the appliance has operated for 2 minutes.
4. Measure the draft when the appliance has reached steady state operation.
5. Measure CO level in combustion gases. Test for CO in pre-dilution air. For natural-draft heating systems, measure the CO level in each combustion chamber, and record the highest of the measurements. See Carbon Monoxide (CO) in Chapter 5 – Section 5.4.1..

6. Record results on the Diagnostic Workbook. See Tables 3-2 and Table 3-5 in Chapter 3 – Section 3.8.3 and Section 3.9.2 for minimum acceptable worst-case draft readings for gas- and oil-fired appliances.

7. If the draft is unacceptably weak at worst case, take all reasonable steps to attempt to improve worst-case draft and reduce house depressurization to acceptable levels.

Monitor ambient CO levels during draft testing. An ambient CO level above 35 ppm is a safety hazard – cease testing immediately. The CAZ should be ventilated before the resumption of draft testing and diagnosis of CO problems.

See the Weatherization Field Guide for depressurization testing procedures where they are applicable. **This will apply when requested on the work scope.**

Refer to Section 4.1 of the WI Wx Field Guide for installation specification.

Minimum Required Water Heater Diagnostic Equipment

- Draft gauge or digital manometer (DG-700 or similar)
- Meter or combustion analyzer with capacity to measure CO output
- Personal CO monitor
- Electronic gas leak detector

Chimney Liners*

- All liners must include 4" rigid metal pipe attached to the water heater with a mud ring at the chimney penetration and fire rated caulk/sealant between mud ring and the liner
- Chimney liner must be added where needed to meet code compliance or when an orphaned atmospheric gas appliance is present as directed in the scope of work.

Water Heater Repair – as directed*

- Repair water heaters that are leaking, as directed
- If shell of storage tank leaks cannot be repaired, do not replace without approval from Agency
- If water heater at one or more of its pipe fittings, valves or heating elements (if electric), and a permanent watertight seal cannot be made, do not replace without approval from Agency
- If excessive sediment is built up and cannot be flushed out, do not replace without approval from Agency
- Install pressure relief as directed
- Three screws must be installed per connection in all metal vent piping

***Any additional work and associated charges not on the original scope of work must be approved by the Agency prior to their completion.**

**Attachment 5 – Water Heater & Misc. Plumbing Repairs
RFB # 07-1621 – Valid Invoice Requirements – Instructions & Required Documents**

Invoices presented for payment shall be submitted in accordance with the RFB requirements and the following Agency instructions.

The following information shall be provided to the Agency (with, or prior to, the invoice):

	Required documentation	Initial Assessment	Final Invoice
1	Listing of applied measures and their assigned cost as applied to complete the work scope.		Yes
2	Pre-approval of all additional work to be performed outside the original work scope, a description of the work and the associated cost.	Yes	Yes
3	Explanation of any deviations from normal procedure.	Yes	Yes
4	A copy of any and all documentation including photographs regarding problems or issues regarding job site performance, commodity performance and/or customer issues.		Yes
5	Photographs of all pre and post work are required. (electronic/scanned hard copies) - see section 5.7 of RFB 04-1621.*		
6	Lien Waiver(s) – contractor, appliance supplier, subcontractors.		Yes
7	Copy of Permit(s) – see section 6.7 of RFB 04-1621.		Yes
8	Copy of invoice(s) of subcontracted asbestos abatement including DHS Asbestos Project Notification, Hazardous Material Disposal Manifest.*		
9	Before, during, and after photos of asbestos abatement activities when asbestos abatement is required to perform work scope.*		
10	Photographs documenting lead safe weatherization practices.		Yes
11	Completed Haz Mat photo checklist if LSW or Asbestos O&M work was performed.*		
12	Lead Safe Weatherization Form		Yes
13	Renovation Recordkeeping Checklist (if part B is completed on the Lead Safe Weatherization Form)**		

* - Required documentation when service is performed and/or requested on work order.

** - See attached documents: Lead Safe Weatherization Form and Renovation Recordkeeping Checklist.

Standard Terms and Conditions (Request for Bids / Proposals)

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

the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employ-

ment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence

combined single limit for automobile liability and property damage.

- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats.,

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

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

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions,

strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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

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

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

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

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

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

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

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

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the Agency that no relationship exists between the potential contractor and the procuring or contracting Agency that interferes with fair competition or is a conflict

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

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

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

5.0 RECORDKEEPING AND RECORD RETENTION:

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

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

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

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

- 7.0 NON-PERFORMANCE BY CONTRACTOR:** If the contractors and/or subcontractors do not fulfill obligations of this contract, they may be removed from the bidder's list for a period of 2 to 5 years.
- 8.0 BRAND NAME OR EQUAL:**
- 8.1** The bidder shall list brand names and stock numbers for all exchanges. Substitutions are expected to be equal to or exceed the quality of specified items. The Agency has the right to reject any or all substitutions that do not meet minimum material standards.
- 8.2** If items called for by this RFB have been identified in the Schedule by a "brand name or equal" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bids, and are determined by the Agency to meet fully the salient characteristic requirements referenced in the Invitation for Bid.
- 8.3** Unless the bidder clearly indicates in his/her bid that he/she is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the Invitation for Bid.
- 8.4** If the Bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bid, he/she shall:
- Include in his/her bid a clear description of such proposed modifications.
 - Clearly mark any descriptive material to show the proposed modifications.
- 8.5** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the RFB will not be considered.
- 9.0 ONLY RECOURSE FOR PAYMENT IS WEATHERIZATION AGENCY:** By agreeing to perform weatherization work the Vendor agrees to the following terms and agrees to pass along the following requirements to their suppliers and any subcontractors:
- 9.1** The Vendor agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.
- 9.2** The Vendor shall not file, suffer or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from the weatherization agency.
- 9.3** When specified in the RFB, signed lien waivers for each individual work location/property are required (when the property to receive the improvement is identified) from all parties providing any labor and materials, including the Vendor, subcontractors and suppliers. The Vendor agrees to inform any party supplying labor and/or material to an identified property, prior to engaging such parties in providing weatherization services, that lien waivers are required in order for the Vendor to invoice the weatherization agency for the job.
- 10.0** Any lien notice action by a Vendor, and/or any of their subcontractors and/or material suppliers, against a property owner shall be considered non-performance by the terms and conditions of this contract, and the Vendor may be removed from the statewide weatherization agency bidder's list for a period of 2 to 5 years, as may any subcontractors and suppliers that take such action.
- 11.0 PAYMENTS OWED BY VENDOR:** By engaging in a contract with the weatherization agency, the Vendor agrees that if they do not pay for materials and labor taking place through this weatherization contract, the weatherization agency has the option to use payments owed to the Vendor to pay such subcontractors and suppliers.
- 12.0** The Agency reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor if any lien notice action is taken by the Contractor, and/or any of their subcontractors and/or material suppliers, against a property owner.
- 13.0 Confidential, Proprietary, and Personally Identifiable Information:** The contractor shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") such as customer name and address for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder.
- 13.1** The Contractor shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.
- 13.2** Contractor shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.
- 13.3** Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- 14.0 LEAD SAFE REQUIREMENTS – WEATHERIZATION PROGRAM:** Whenever paint is disturbed in a dwelling constructed prior to 1978 that is not certified as lead-free, or painted surfaces to be disturbed have not tested free of lead, applicable lead safe requirements shall be followed. For such work, contractors shall demonstrate compliance with training and any related certification requirements, work practices, and documentation requirements. Contractors shall comply with current regulations of all authorities having jurisdiction.

- 14.1 Weatherization Program Requirements:** When a painted area disturbed is 6 ft² or less of interior surface per room or 20 ft² or less of exterior surface, and does not involve window replacement or demolition, lead safe setup, containment, and cleanup procedures shall be followed. Contractors shall document that lead safe work was performed by photo-graphing setup, containment, and cleanup procedures.
- 14.2 DHS Requirement:** When a painted area disturbed is more than 6 ft² of interior surface per room, more than 20 ft² of exterior surface, or involves window replacement or demolition, a Department of Health Services (DHS) Certified Lead Safe Renovator shall be onsite to ensure proper setup, containment, and cleanup procedures are followed and a Wisconsin Weatherization Assistance Program Renovation Recordkeeping Checklist shall be completed for each job. Contractors shall document that lead safe work was performed by photographing setup, containment, and cleanup procedures.
- 15.0 ASBESTOS - WEATHERIZATION PROGRAM:** Contractors may encounter asbestos containing materials (ACM), or suspect ACM, during work on a weatherization job. Contractors shall comply with current regulations of all authorities having jurisdiction. According to the Wisconsin Department of Health Services (DHS), all building components except for metal, glass, wood, and fiberglass shall either be assumed to contain asbestos or proven not to contain asbestos through bulk sampling by a certified Asbestos Inspector and analysis by an accredited laboratory. Photo documentation of asbestos containment and safety practices is required.
- 15.1 Operations and Maintenance (O&M)** Any worker who may disturb known or suspect ACM while performing contracted work shall complete O&M training, which allows no more ACM to be disturbed or incidentally removed than would fit into a 60" by 60" glove bag, properly filled and sealed.
- 15.2 Work Exceeding O&M Limits:** If greater amounts of known or suspect ACM will be disturbed during contracted work, additional training and DHS certifications are required, including certification as Asbestos Company. Work exceeding the O&M limits shall be performed by individuals with DHS Asbestos Worker certification at minimum, and shall be supervised by a DHS certified Asbestos Supervisor.
- 15.3 Working with Transite (slate) Siding or Stucco Siding:** Disturbance of these materials always requires DHS certification, regardless of the amount disturbed. Disturbance of slate siding requires an Exterior Asbestos Worker and/or an Exterior Asbestos Supervisor (the regular Asbestos Supervisor certification also allows for disturbance of slate siding). Stucco may only be disturbed by someone with Asbestos Worker certification (supervised by an Asbestos Supervisor) or an Asbestos Supervisor.
- 16.0 ASBESTOS – EMERGENCY FURNACE SERVICE:** Contractors may encounter asbestos containing materials (ACM), or suspect ACM, during work on an Emergency Furnace job. Contractors shall comply with current regulations of all authorities having jurisdiction.
- 16.1 Operations and Maintenance (O&M):** The Occupational Safety & Health Administration (OSHA) requires any worker who will disturb known or suspect ACM while performing contracted work shall complete O&M training, which allows no more ACM to be disturbed or incidentally removed than would fit into a 60" by 60" glove bag, properly filled and sealed.
- 16.2 Work Exceeding O&M Limits:** If greater amounts of known or suspect ACM will be disturbed during contracted work, additional training and DHS certifications are required, including certification as Asbestos Company. Work exceeding the O&M limits shall be performed by individuals with DHS Asbestos Worker certification at minimum, and shall be supervised by a DHS certified Asbestos Supervisor.
- 17.0 Byrd Anti-Lobbying Amendment (31 U.S.C 1352):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



Lead Safe Work Form

Agency: _____ WisWAP BID: _____

Address: _____

PART A or B (or both) must be completed for every unit weatherized. If PART B is completed, one or more Renovation Recordkeeping Checklists must accompany this form in the customer file. Changes to planned work may require completion of a new form; in such cases, retain both completed forms in the customer file.

Any work disturbing painted surfaces will be performed using Lead Safe Work practices. Include photos of safe work practices and containment (if applicable) at each paint disturbance area in the customer file.

PART A

<input type="checkbox"/>	There will be no disturbance of any painted surface during weatherization work.
<input type="checkbox"/>	This property was built in 1978 or later and is not subject to Lead Safe Work requirements.
<input type="checkbox"/>	The following painted surfaces/components that will be disturbed have been tested by a Certified Renovator and results were negative for lead (<i>owner permission obtained</i>).
<input type="checkbox"/>	The following work will disturb no more than 6 ft ² of interior painted surfaces per room, or 20 ft ² of exterior painted surfaces, and will not involve window or door replacement or any demolition work.
Brief work or tested surfaces description:	

PART B

The following planned work requires an assigned Certified Lead Safe Renovator to complete a Renovation Recordkeeping Checklist and to ensure lead safe renovation practices are followed:

Brief Work Description	Agency/Contractor Name	Checklist Received
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Form Completed By (Print): _____
(Energy Auditor Part A / Final Inspector Part A-B)

Signature: _____ Date: _____

**Wisconsin Weatherization Assistance Program
RENOVATION RECORDKEEPING CHECKLIST**

Name of Company/Agency: _____ Date(s) of Renovation: _____

Address of Renovation: _____

Brief Description of Renovation: _____

Name of Assigned Certified Lead Safe Renovator: _____

Name(s) of Trained Lead Safe Workers used:

-
- Steps taken to notify occupants of planned work when required: Written notice or Sign(s) posted
 - Certified renovator provided training to workers on (check all that apply):
 - Posting warning signs
 - Setting up plastic containment barriers
 - Maintaining containment
 - Avoiding spread of dust to adjacent areas
 - Waste handling
 - Post-renovation cleaning
 - Warning signs posted at entrance to work area.
 - Work area contained to prevent spread of dust and debris:
 - All objects in the work area removed or covered (interiors)
 - HVAC ducts in the work area closed and covered (interiors)
 - Windows in the work area closed (interiors)
 - Windows in and within 20 feet of the work area closed (exteriors)
 - Doors in the work area closed and sealed (interiors)
 - Doors in and within 20 feet of the work area closed and sealed (exteriors)
 - Doors that must be used in the work area covered to allow passage but prevent spread of dust
 - Floors in the work area covered with taped-down plastic (interiors)
 - Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighted down by heavy objects (exteriors)
 - If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property (exteriors)
 - Waste contained on-site and while being transported off-site
 - Work site properly cleaned after renovation
 - All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal
 - Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)
 - Certified Renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used):

I certify under penalty of law that the above information is true and complete.

Signature of Assigned Certified Lead Safe Renovator

Date



Hazardous Material Photograph Checklist
Social Development Commission
Weatherization Program

The following photographs are required when any painted surfaces are disturbed if a building constructed prior to 1978 and/or jobs in which a disturbance may occur with Presumed Asbestos Containing Material or Vermiculite. Return this checklist and photographs along with the invoice for each job.

SDC Job #: _____ Date: _____

Customer Name: _____

Customer Address: _____

Check Appropriate Box/es:

Lead Asbestos (PACM)

Initial the following boxes showing photographs have been taken & submitted:

- Hazardous Sign Posting (lead & asbestos)
- Complete Containment Setup
- Personal Protective Equipment
- HEPA Vac
- Hazardous cleanup

Printed Name of Certified Personel: _____

Signature of Certified Personel: _____

Payment Bond Policy

Effective as stated in the PY2021 Weatherization Program Manual (October 2020); 6.15 Bonding - A payment bond is required for every Weatherization and HE+ Furnace Program services contract exceeding \$149,999 annually and where wholesaler or subcontractor partnerships are utilized to deliver services (2 CFR 200.325; PRO-C-19). Each payment bond shall apply to a single contract. The Division may grant a waiver to the payment bond requirement if a potential bidder provides proof of a contractor bond for construction work performed in the State of Wisconsin. The Agency shall submit a waiver request to the HE+ Help Desk, including proof of bonding documentation. Agencies, at their discretion, may require payment bonds for Weatherization and HE+ Furnace Program services contracts up to \$149,999. Program funds may be used to reimburse a contractor for payment bond premium costs as described below. If the Agency chooses not to require a bond for contracts up to \$149,999, the Agency shall complete weatherization contract Attachment I prior to entering into an agreement with the contractor.

The anticipated amount of the contract shall be based upon the historical spending of the Agency, adjusted for any conditions in the best judgment of the Agency. At the close of each annual contract term or in the event of a contract termination, any refund of the bond premium that was reimbursed by the Agency shall be returned to the Agency.

The Agency reserves the right to request a payment bond from any company if it is the best interest of the Agency. The decision to require a payment bond by a company not meeting the \$150,000 requirement, will be reviewed on an individual basis by the Agencies Weatherization Program management team once the notification of intent to award has been announced to bidders.

Within 30 business days of the contract award or renewal, the contractor shall provide the following to the Agency:

- Proof of payment bond
- A written list of subcontractors and suppliers (if any), providing materials and/or labor for weatherization services

The list shall include the company name, address, contact information, and a description of the materials and/or services that will be provided.

For the remainder of the contract term, the Contractor shall notify the Agency in writing of any changes to the list of subcontractors and suppliers providing materials and/or labor for weatherization services within ten (10) business days of the effective date.

The contractor must provide payment bond to the Agency before any work can be issued. The Agency will then provide a signed receipt. Contractors will be reimbursed within 30 days from the date of the receipt.