REQUEST FOR BID # 08-0720

Insulation Services

THIS IS NOT AN ORDER REV. 06/20/2017

CR – Social Development Commission
Weatherization Program
1730 West North Avenue
Milwaukee, WI 53205

Bid Due Date
Tuesday, August 25, 2020, 2:00 p.m. CT

Quote Price and Delivery FOB

FOB Destination (also see Appendix A, 5.0.)

All questions relating to this Request For Bid shall be submitted in writing to:
Terri Eckels-Nikoo, Procurement Coordinator
1730 W. North Avenue, Milwaukee, WI 53205
Fax #414-906-2719, Email tnikoo@cr-sdc.org

Note – Email and Fax bids not accepted.

Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFB Issuance</td>
<td>Thursday, August 13, 2020, 2:00 p.m. CT</td>
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<tr>
<td>Deadline for Submitting Written Questions</td>
<td>Thursday, August 20, 2020, 8:00 a.m. CT</td>
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<tr>
<td>Mandatory Bidders’ Meeting</td>
<td>Tuesday, August 25, 2020, 2:00 p.m. CT</td>
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<tr>
<td>Bid Due Date</td>
<td>Tuesday, August 25, 2020, 2:01 p.m. CT</td>
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Bidder Name and Address (must be completed)

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.

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.

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.

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.

<table>
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<tr>
<th>Name of Authorized Company Representative (Type or Print)</th>
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Signature of Authorized Company Representative Named Above

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<th>Phone</th>
<th>Fax</th>
<th>Email</th>
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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:

Insulation Services

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 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 lessor 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 Nine (9) Months from 10/01/2020. 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:

<table>
<thead>
<tr>
<th>USPS/Mailing Address</th>
<th>OR</th>
<th>Address for Hand-Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terri Eckels-Nikoo, Procurement Coordinator</td>
<td>CR-Social Development Commission</td>
<td>Terri Eckels-Nikoo, Procurement Coordinator</td>
</tr>
<tr>
<td>CR-Social Development Commission</td>
<td>1730 West North Avenue</td>
<td>1730 West North Avenue</td>
</tr>
<tr>
<td>Milwaukee, Wisconsin 53205</td>
<td>Milwaukee, Wisconsin 53205</td>
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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:
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 October 1, 2020
   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) Fully instrumented and calibrated blower door, i.e. Minneapolis Model 3 or equivalent, capable of measuring CFM50 (Cubic feet per minute at 50 Pascals).
   b) Combustion analyzer with the capacity to measure Carbon Monoxide.
   c) Laptop/notebook computer/s able to run Wx Diagnostic Workbook (Excel).
   d) Digital manometer, i.e. DG-3 or DG-700 or equivalent.
   e) Personal CO monitor
   f) Smoke generating equipment.
   g) Thermal imaging (IR) camera
   h) HEPA (High Efficiency Particulate Arrestance) vacuum, to perform lead and PACM safe work
   i) Digital manometer with flow hood for exhaust flow rate testing or (if bidding exhaust fans)
   j) A fully integrated flow hood air flow measuring device. (if bidding exhaust fans)

5.7. Thermal imaging (IR) camera

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, USPS 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) working 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) working 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 Certifications 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  CR-Social Development Commission  Bid # 08-0720 Insulation Services

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
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.

<table>
<thead>
<tr>
<th>Product(s)/Service(s) (describe)</th>
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</tr>
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<tbody>
<tr>
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# References for Bidder/Vendor:

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<td>Address (include Zip + 4)</td>
<td>Contact Person</td>
<td>Phone No.</td>
<td>Description</td>
</tr>
</tbody>
</table>

**Financial information:** Provide contact information for credit reference(s) (financial institution, equipment wholesaler, etc.) that may be contacted to verify financial stability.

**Agency Name:** CR-Social Development Commission  
**Bid #:** 08-0720  
**Insulation Services**
Attachment 4 – Insulation Services
RFB # 08-0720– 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, Wisconsin Weatherization Field Guide 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 Wisconsin Weatherization Program Manual (June 2019) 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/

6.16 Warranty Requirements (WI Wx Program Manual)

An Agency shall warranty workmanship, materials and products on all work for at least one year, in addition to the manufacturer’s standard warranties on all items. This one-year warranty shall commence on the date of the final inspection.

Subcontracted work procured through a bid process requires a one-year warranty which commences on the date of satisfactory completion of the work. This warranty period is separate from the one-year warranty required of Agencies.

To avoid excess costs associated with replacing failed light bulbs, light bulbs that fail within the warranty period shall be exchanged in a cost-effective manner, such as customers taking failed bulbs into the Agency office for exchange.

7.6 Information Technology Hardware and Software – excerpt (WI Wx Program Manual)

Weatherization crews shall electronically document building test results and site conditions using the Wisconsin Diagnostic Workbook, available on the Home Energy Plus Training and Technical Assistance Website.

This workbook was developed for the State of Wisconsin and shall not be shared outside of the Weatherization Program and its specific contractors. The workbook shall not be modified except as authorized by the State of Wisconsin or its contractors. Agencies shall maintain the workbook with the most current updates.

8.5.5 Air Sealing General (WI Wx Program Manual)

Use a blower door to guide air sealing work. Seal probable heat bypasses and key junctures. Repair or replace glass as needed. Whenever feasible, based on site-specific conditions, use diagnostic tools such as depressurization, infrared scanners, and smoke testing equipment to determine the appropriate sealing locations in the building, specific units, and common areas. Provide sealing work that will improve the thermal boundary of the building and address the tenant comfort zone. Complete air sealing to all building types based upon specific Wisconsin protocols. See the Field Guide for more guidance on air sealing.

All air sealing work, depressurization testing, and worst case draft tests shall be documented in the Diagnostic Workbook. If zone diagnostics are completed, document the results on the appropriate tab in the Diagnostic Workbook.

8.5.5.1 1-4 Unit Air Sealing Specifications (WI Wx Program Manual)

1) Seal all major attic bypasses, the sill box area if air leakage is identified and key junctures, as guided by the blower door. Replace missing or broken window glass and gross holes in the building envelope. Seal chases that may be open to the outside of the thermal boundary. Examples of these heat bypasses are open interior walls, garbage chutes, plumbing and heating chases, etc. These measures are classified as Major Air Sealing. Complete Major Air Sealing work prior to installing any other shell measures. Air sealing can be completed whether or not blower door testing is performed.

2) As a general rule for sealing “all major attic bypasses”, conditioned air leaking into attics should be no greater than 10 percent of the total CFM50 of the final blower door test.

3) Conduct zone-pressure-diagnostic testing on homes with an attached garage, and in other homes as appropriate.
4) When a blower door test cannot be completed, perform Major and Minor Air Sealing. Minor Air Sealing air sealing targets drafts, to improve occupant comfort, and is limited to one hour.

5) If recommended by the Diagnostic Workbook, Agencies may use depressurization tests to guide forced air distribution system work, air sealing, and the maximum exhaust ventilation. Take steps to address depressurization that exceeds the guidelines.

8.8.2.1 1-4 Unit and Mobile Home Mechanical Ventilation Specifications (WI Wx Program Manual)

The installation of mechanical ventilation is not required in buildings requiring 0 CFM or buildings with a calculated 20 CFM natural ventilation per occupant, or greater, as determined by the Diagnostic Workbook. Install whole house ventilation only in buildings requiring more than 15 CFM continuous ventilation. Exceptions include:

1) Install local exhaust ventilation for spot moisture control in buildings requiring 1 CFM or more, where the existing spot ventilation is not operated by the occupants for a reasonable amount of time per day. Provide the customer with education on proper use of spot ventilation.

2) Install local exhaust ventilation for spot moisture control in buildings requiring 1 CFM or more, where there is no ventilation. Provide the customer with education on proper use of spot ventilation.

3) Agencies may install local exhaust ventilation in any buildings where there is documented evidence of moisture or indoor air problems. Use ASHRAE 62.2-2016 to determine the needed ventilation and utilize a controller that best meets the customer's needs.

Ventilation controllers shall have a labeled on/off control option for customers. This may be accomplished by installing a controller with an on/off switch or a separate switch. Customers shall be provided with information on the current controller settings, ventilation needs and spot moisture control. This information is included in the Customer Guidebook.

9.7 Spray Polyurethane Foam (WI Wx Program Manual)

Spray Polyurethane Foam (SPF) is a frequently used weatherization product. Given SPF’s chemical components and potential to cause adverse health effects, it is important for weatherization agencies and workers to understand and practice safe use of SPF.

Based on EPA and OSHA guidelines, agencies shall address the following issues related to the use of Spray Polyurethane Foam:

- **Hazard Communication** – It is important that anyone who works with SPF be made aware of the health risks associated with isocyanates, a chemical component of SPF, which include the potential for causing occupational asthma. Safe storage and handling procedures shall be used according to the manufacturer’s instructions and Safety Data Sheet (SDS). Customers shall be notified when SPF is being used and notified of safety precautions to prevent exposure.

- **Limit Access to Area** – The work area shall be contained to prevent occupants, or others not equipped with personal protective equipment, from entering the area during or directly after product application, per the Safety Data Sheet. Warning signs shall be posted at entrances to the work area when occupants are present. The signs shall be readable and shall be in the occupants’ primary language, when practical.

- **Personal Protective Equipment** – Anyone applying SPF, or occupying an area where SPF is being applied, shall use appropriate PPE. It is recommended that workers wear a supplied air respirator, gloves, and protective clothing to prevent breathing vapor or other direct exposure to SPF. Access to the work area shall be restricted to those wearing appropriate PPE.

- **Ventilation** – It is necessary to properly ventilate an area where SPF is being applied and to maintain ventilation until the SPF has fully cured. Consult the SDS for estimated curing time as a guide to how long ventilation should be continued. Various products may have different curing times. Use air exhaust techniques to move air out of areas where SPF is being applied.

- **Flammability** – SPF can be flammable and shall not be used in the vicinity of any open flame or operating combustion appliance that may increase the hazard of fire.

- **Cleanup** – The area where SPF is applied shall be cleaned thoroughly so that building occupants are not exposed to particulates or dust, especially when SPF has been trimmed or cut. Restrict access to the affected area until sufficient cleanup has been done.
2.1 Heating Envelope Insulation (WI Wx Field Guide August 2018)

The building heating envelope comprises those surfaces that function as the thermal boundary between conditioned and unconditioned spaces. These surfaces may include, but are not limited to, exterior walls, attics, foundations, and exposed floors. Insulation reduces heat transmission by slowing conduction, convection, or radiation through the building envelope. The various insulating materials in the building make up the **thermal boundary** — the boundary that separates conditioned space from unconditioned space. Airtight materials that cover the walls, floor, and ceiling to prevent air movement form the **pressure boundary**. The thermal and pressure boundaries should be as continuous as possible and aligned properly so the insulation works effectively. The pressure boundary must be addressed before proceeding with work on the thermal boundary except in circumstances where both pressure and thermal boundaries are addressed at the same time, through measures such as dense-pack insulation. See Chapter 1 – Section 1.5.3 for information on how to address the pressure boundary.

When Insulation is installed, a dated insulation certificate is provided to the building owner that includes:
- 1. Insulation type
- 2. Coverage area
- 3. R-Value
- 4. Installed thickness and settled thickness
- 5. Number of bags installed in accordance with manufacturer instructions

Refer to the Wisconsin Weatherization Field Guide (August 2018) for complete insulation measure details.

Appendix C Wisconsin Weatherization Material Specifications

1. **General**

Installation of materials shall follow required health and safety protocols and shall be of professional quality in order to ensure the effectiveness of the measure. Materials shall be installed to meet manufacturer’s specifications. All work will meet applicable codes and regulations. Products shall be designed and rated for their intended use. Materials used shall meet the requirements outlined in this appendix. All materials and workmanship shall be warranted for at least one year. Any manufacturer’s warranty of longer term shall also apply. See also Chapter 6.16 Warranty Requirements.

2. **Insulation Fact Sheets and Information**

The Federal Trade Commission rule “Trade Regulation Rules: Labeling and Advertising of Home Insulation: (16 CFR Part 460) requires that Grantees:

1) Retain the manufacturers’ fact sheets for insulation the agency installs.
2) Provide the customer with a contract or receipt for the insulation installed.
   a. The receipt shall be dated and signed by the installer.
   b. To figure out the R-value of the insulation, use the data that the manufacturer provides.
   c. If insulation is installed in more than one part of the house, put the data for each part on
      the receipt. Do this on one receipt, as long as it does not add up the coverage areas or R-
      values for different parts of the house.
   d. Do not multiply the R-value for one inch by the number of inches installed.
   e. For loose-fill insulation, the receipt shall show the coverage area, initial installed
      thickness, minimum settled thickness, R-value installed, total R-value, and the number of
      bags used.
   f. For aluminum foil, the receipt shall show the number and thickness of the air spaces, the
      direction of heat flow, and the R-value.

Grantees shall provide a certificate, including the information outlined above, for each building or mobile home. Agencies shall affix the certificate (more than one, if necessary for multi-units) near an attic hatch, electrical panel, or other visible location. An Insulation Labeling Template is available on the HE+ WisWAP Information page under the Field Forms heading.
3. **Recycled Insulation Products**

A Grantee that meets the criteria listed in Section 3.1 below, shall comply with the Environmental Protection Agency (EPA) regulations dealing with the purchase of building insulation products, as specified in EPA regulations [40 CFR Part 247](https://www.ecfr.gov). These regulations implement Section 6002 of the Resource Conservation and Recovery Act (RCRA), which encourages recycling of materials. The regulations cover insulation products used in commercial, industrial and residential applications. They apply to insulation products used to improve the thermal effectiveness of building envelopes, but do not apply to insulation for air handling units, insulation for acoustic purposes, or cold storage insulation. Commercially available insulation products that can contain recycled materials include cellulose, fiberglass, Perlite, composite board, plastic foams and boards and rock wool. There are EPA recommended minimum recovered materials standards for all of these products except fiberglass.

### 3.1 Criteria for Use of Recycled Products

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

1. At least $10,000 worth of insulation products in the previous fiscal year, or
2. A single purchase in excess of $10,000 of a covered product in the current fiscal year.

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

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

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

4. **Weatherization Standards for Materials**

A Grantee shall purchase weatherization materials and use the installation procedures that meet or exceed the standards prescribed in this chapter. Weatherization material standards include any of the following Government standards listed here. The following Government standards are produced by the [Consumer Product Safety Commission](https://www.cpsc.gov), and are published in [title 16, Code of Federal Regulations](https://www.ecfr.gov). The following standards not otherwise set forth in part 440 are incorporated by reference and made part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as

| Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use – Attic Floor – insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation. | 16 CFR part 1209 |
| Enclosed spaces – insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting smoldering combustion requirements. | 16 CFR part 1209 |
they exist on January 3, 2002 and a notice of any change in these materials will be published in the Federal Register. [The standards incorporated by reference are available for inspection at the Office of the Federal Register Information Center, 800 North Capitol Street, Suite 700, Washington, DC 20001] The standards incorporated by reference in part 440 can be obtained from the following sources:

- Americana National Standards Institute, Inc., 11 West 42nd Street, New York, NY 10036; 1-212-642-4900 [http://ansi.org]
- American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990; 1-212-591-7722 [www.asme.org]
- American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959; 1-610-832-9585 [www.astm.org]
- Gas Appliance Manufacturers Association, 2107 Wilson Boulevard, Suite 600, Arlington, VA 22201; 1-703-525-7060
- National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101; 1-617-770-3000 [http://www.nfpa.org]
- Sheet Metal and Air Conditioning Contractors Association, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209; 1-703-803-2980 [http://www.smacna.org]
- Steel Door Institute, 30200 Detroit Road, Cleveland, OH 44145-1967; 1-440-899-0010 [www.steeldoor.org]
- Steel Window Institute, 1300 Sumner Avenue, Cleveland, OH 44115-2851; 1-216-241-7333 [http://www.steelwindows.com]
- Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; 1-914-322-0040 [http://www.tema.org]
- Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096; 1-847-272-8800 [http://www.ul.com]
- Window & Door Manufacturers Association, 1400 East Touhy Avenue, Suite 470, Des Plains, IL 60018; 1-800-223-2301 [http://www.wdma.com]
More information regarding the standards in this reference can be obtained for the following sources:

- Environmental Protection Agency, 401 M Street, NW Washington, DC 20006; 1-202-554-1080 [http://www.epa.gov](http://www.epa.gov)

4.1 Thermal Insulating Materials for Walls, Floors, Ceilings, Attics and Roofs

| Insulation – mineral fiber: | ASTM C665-98
| Blanket insulation | ASTM C726-00a
| Roof insulation board | ASTM C764-99
| Loose-fill insulation |
| Insulation – mineral cellular: | ASTM C516-80 (1996) e1
| Vermiculite loose-fill insulation | ASTM C549-81 (1995) e1
| Perlite loose-fill insulation | ASTM C552-00
| Cellular glass insulation block | ASTM C728-97
| Perlite insulation board |
| Insulation – organic fiber: | ASTM C208-95
| Cellulose fiber insulating board | ASTM C739-00
| Cellulose loose-fill insulation | ASTM C1149-97
| Cellulose wet-spray insulation |
| Insulation – organic cellular: | ASTM C578-95
| Preformed block-type polystyrene insulation | ASTM C591-00
| Polyurethane or polyisocyanurate insulation board faced with aluminum foil on both sides | FS HH-I-1972/2 (1981) and Amendment 1, 10/03/85
| Polyurethane or polyisocyanurate insulation board faced with felt on both sides |
| Insulation – composite boards: | ASTM C726-00a
| Mineral insulation board | ASTM C728-97
| Gypsum board and polyurethane or polyisocyanurate composite board |
| Materials used as a patch to reduce infiltration through the building envelope | Commercially available

1 ASTM indicates American Society for Testing and Materials
2 FS indicates Federal Specifications

4.2 Thermal Insulating Materials for Pipes, Ducts, and Equipment such as Boilers and Furnaces
Insulation – Mineral fiber:

- Pre-formed pipe insulation
- Blanket and felt insulation (industrial type)
- Blanket insulation and blanket type pipe insulation (metal-mesh covered, industrial type)

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<td>Pre-formed pipe insulation</td>
<td>C547-00</td>
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<tr>
<td>Blanket and felt insulation (industrial type)</td>
<td>C553-00</td>
</tr>
<tr>
<td>Blanket insulation and blanket type pipe insulation (metal-mesh covered, industrial type)</td>
<td>C592-00</td>
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Block and Board Insulation

- Spray applied mineral fiber thermal and sound absorbing insulation
- High-temperature fiber blanket insulation
- Duct work insulation

Insulation – Mineral cellular:

- Calcium silicate block and pipe insulation
- Cellular glass insulation
- Expanded Perlite block and pipe insulation

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<tr>
<td>Cellular glass insulation</td>
<td>C552-00</td>
</tr>
<tr>
<td>Expanded Perlite block and pipe insulation</td>
<td>610-99</td>
</tr>
</tbody>
</table>

Insulation – organic cellular:

- Preformed flexible electrometric cellular insulation in sheet and tubular form
- Unfaced preformed rigid cellular polyurethane insulation

<table>
<thead>
<tr>
<th>Insulation Type</th>
<th>ASTM Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preformed flexible electrometric cellular insulation in sheet and tubular form</td>
<td>C534-99</td>
</tr>
<tr>
<td>Unfaced preformed rigid cellular polyurethane insulation</td>
<td>C591-00</td>
</tr>
</tbody>
</table>

Insulation Skirting

- Commercially available

---

1. ASTM indicates American Society for Testing and Materials

4.3 Fire Safety Requirements for Insulating Materials According to Insulation Use

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

---

1. ASTM indicates American Society for Testing and Materials

4.4 Storm Windows and Window Replacements

<table>
<thead>
<tr>
<th>Storm windows:</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>All storm windows</td>
<td>AAMA/NWWDA 101/I.S.2-97</td>
</tr>
<tr>
<td>Aluminum frame storm windows</td>
<td>AAMA 1002.10-93</td>
</tr>
<tr>
<td>Frameless plastic glazing storm</td>
<td>ASTM D4726-00</td>
</tr>
<tr>
<td>Movable insulation systems for windows</td>
<td>Required minimum thickness for windows is 6 mil (0.006”)</td>
</tr>
<tr>
<td>Replacement windows:</td>
<td></td>
</tr>
<tr>
<td>All windows</td>
<td>Replacement windows shall meet ENERGY STAR® standards</td>
</tr>
<tr>
<td>Steel frame windows</td>
<td>AAMA/NWWDA 101/I.S 2-97</td>
</tr>
<tr>
<td>Rigid vinyl frame windows</td>
<td>Steel Window Institute recommended specifications for steel windows, 1990</td>
</tr>
</tbody>
</table>

1. AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window and Door Association (Now the Window and Door Manufacturers Association)
2. AAMA indicates American Architectural Manufacturers Association
3. ASTM indicates American Society for Testing and Materials
4. Wisconsin Weatherization Specifications

4.5 Storm Doors and Door Replacements
### Storm (glass) doors:
- All storm (glass) doors
- Aluminum frame storm doors
- Sliding glass storm doors

#### Rigid vinyl storm doors:
- ASTM² D3678-97 and D4726-00

### Vestibules:
- Materials to construct vestibules
- Commercially available

### Replacement doors:
- Replacement doors shall have a minimum value of R-5. For mobile homes a commercial mobile home replacement door is acceptable.³
- All replacement doors
- Steel doors
- Wood doors
- Flush doors
- Stile and rail door

### Caulks and Sealants

<table>
<thead>
<tr>
<th>Caulks and Sealants</th>
<th>ASTM/UL Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazing compounds for metal sash</td>
<td>ASTM³ C669-00</td>
</tr>
<tr>
<td>Oil and resin based caulks</td>
<td>ASTM C570-00</td>
</tr>
<tr>
<td>Acrylic (solvent types) sealants</td>
<td>ASTM C920-98e1</td>
</tr>
<tr>
<td>Butyl rubber sealants</td>
<td>FS² Commercial Item Description A-A-272 (6/7/95)</td>
</tr>
<tr>
<td>Chlorosulfonated polyethylene sealants</td>
<td>ASTM C920-98e1</td>
</tr>
<tr>
<td>Latex sealing compounds</td>
<td>ASTM C834-00e1</td>
</tr>
<tr>
<td>Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone)</td>
<td>ASTM C920-98e1</td>
</tr>
<tr>
<td>Preformed gaskets and sealing materials</td>
<td>ASTM C509-00</td>
</tr>
</tbody>
</table>

### Weather Stripping and Vapor Retarders

- Weather stripping:
- Commercially available
- Selected according to the provisions cited in ASTM³ C755-97. Permeance rating not greater than 1 perm when determined according to the desiccant method described in ASTM E96-00.

- Vapor retarders:
- Commercially available
- Ground moisture vapor retarders shall meet tear and puncture resistance standard ASTM³ E1745.

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¹ AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window and Door Association (now the Window and Door Manufacturers Association)
² ASTM indicates American Society for Testing and Materials
³ UL indicates Underwriters Laboratory
⁴ ANSI indicates American National Standards Institute
⁵ ANSI/NWWDA indicates American National Standards Institute/National Wood Window and Door Association (now the Window and Door Manufacturers Association)
### 4.20 Lamps and Fixtures

| Compact fluorescent lamps (CFLs) and fixtures | Shall meet ENERGY STAR® standards:¹  
When applicable and feasible, LED lamps installed in enclosed fixtures shall be suitable for enclosed locations.  
LED lamps installed in exterior locations shall be rated for wet or damp environments. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Light-emitting diode (LED) lamps Note: Grantees may use <a href="https://www.energystar.gov/productfinder/">https://www.energystar.gov/productfinder/</a> to check for availability of ENERGY STAR® rated lamps and use non-rated lamps when ENERGY STAR® is not available, documenting this in the customer file.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 4b – Exhaust Ventilation  
RFB # 08-0720 – 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 Wisconsin Weatherization Program Manual (June 2019) for questions or needed clarification. Inquiries may also be submitted to the Agency.

Exhaust ventilation installations must conform to the following conditions:

1. All mechanical ventilation equipment must be a currently listed Energy Star® Rated Product  
   **Exception:** wall mount exhaust fan must be rated at 0.6 sones or less at full CFM certified by HVI.
2. All mechanical ventilation equipment must be rated at 0.6 sones or less at full CFM certified by HVI.
3. Exhaust fans must include a timed manual “Full” CFM control meeting ASHRAE Standard 62.2.
4. Exhaust fans must include a fully adjustable CFM control meeting ASHRAE Standard 62.2.
5. All exhaust fan installations must have a service disconnect switch.
6. Seal all joints in the exhaust-ducting run including at the fan and termination.
7. All venting material for inline fans will consist of 6” galvanized rigid vent pipe or 6” flexible duct.
8. All venting material for bath fans will consist of 4” galvanized rigid vent pipe or 6” flexible duct.
9. All venting passing through unconditioned space will consist of 4” or 6” galvanized rigid vent pipe insulated to R-8 or 6” R-8 insulated flexible duct in lieu of 4” galvanized.
10. Completed “Ventilation and Your Home” document, one copy left on site for customer.

Knob and tube (K&T) wiring replacement must conform to the following conditions:

1. All K&T rewiring for the Weatherization Program should meet NEC standards.
2. All K&T rewiring will be limited as much as possible to exterior wall outlets and ceiling boxes. CR-SDC will not be responsible for replacement fixtures.
3. All completed work will be of quality standards.
4. All holes, cracks, etc. in walls and ceilings as a result of rewiring work will be the responsibility of the contractor to repair to original condition or better.
5. Vendor must obtain all required permits prior to commencement of work. The fees for any permits or applications will not be included in the bid price and a copy of the permit must accompany the invoice.
6. All K&T repairs/upgrades must be done in a manner which all exterior walls shall be made free of or have permanently disconnected all live knob and tube wiring. Any and all live knob and tube wiring shall always be disconnected.
7. It will be the responsibility of the electrical contractor to verify that all K&T wiring, including but not limited to: exterior walls, attics, floored areas and knee walls, has been disconnected.

5.11.3 Local Exhaust Fans (WI Wx Field Guide August 2018)

The ASHRAE 62.2 standard for acceptable indoor air quality establishes an on-demand or an optional continuous flow rate for local exhaust in bathrooms and kitchens. An alternate compliance path that increases the flow rate of whole building ventilation to offset the lack of local exhaust is available for existing homes.

Follow these instructions when installing local exhaust fans to remove bulk pollutants and moisture:

1. Locate exhaust fans as close to the source(s) of pollutants/moisture as possible. For example, install bath fans in the shower or as close as practical, and install kitchen fans near the range.
2. Install exhaust fans as close as possible to the heated space, which usually means against the ceiling surface.
3. Consider the positioning of the new fan’s exhaust port. Position ceiling fans so the exhaust port runs parallel with the ceiling joists and points toward the existing exhaust termination. If no existing termination is present, best practice is usually to point the fan’s exhaust port toward the center of the attic. This makes it easier to attach exhaust ducting.
4. Avoid installing fans in vaulted ceilings, walls, or slopes if possible. These installations displace insulation and make it difficult to avoid cold spots, which foster condensation. In addition, these installations make it difficult to duct the fan to the outdoors.

5.11.4 Whole Building Exhaust Only Ventilation (WI Wx Field Guide August 2018)

The ASHRAE 62.2 standard for acceptable indoor air quality establishes a rate for whole building ventilation based on floor area and the number of occupants. When natural ventilation does not fulfill the entire established rate for whole building ventilation, mechanical ventilation is installed. In Wisconsin, the most common approach is exhaust only ventilation. Local exhaust requirements may also be met by increasing the flow rate of installed whole building ventilation.

Follow these instructions for the installation of whole-building exhaust ventilation:
1. Install fans in bathrooms or kitchen when practical to reduce overall flow rate when following alternate compliance for local exhaust requirements.
2. In-line exhaust fans may be installed in a remote location such as the attic or basement. Ducting can be installed to one or two intake locations and then terminated to the outdoors. One option is to use the existing ceiling exhaust as an intake location after removing the fan assembly from the housing. This option avoids cutting new holes in ceilings.
3. Install fans with built-in controls or install a separate control to allow for the adjusting of the flow rate and frequency-of-operation as needed. Label all controls.
4. Install a service or shut-off switch if not an integral part of the fan control. Label all controls.
5. Measure the flow rate of the installed exhaust ventilation and record on Diagnostic Workbook. Record the highest flow rate in the exhaust fan section. Record the continuous or intermittent rate in the ventilation section.
6. Adjust the controls to provide the required flow rate at a continuous rate. Adjust controls for frequency-of-operation when operating intermittently. Intermittent operation should occur at least once in every three-hour time period.
7. Calculate intermittent operation using this formula: required flow / rate measured flow rate x 60. The result is the number of minutes-per-hour the ventilation should operate. The Diagnostic Workbook will assist installers in setting operational controls.

5.11.5 Exhaust Fan Ducting (WI Wx Field Guide August 2018)

Discharge exhaust fan ducting to the outdoors and not to an attic, crawl space, or garage, where moisture and pollutants can accumulate. Duct exhaust fans to the outdoors as follows:

1. Use flexible or rigid ducting material.
2. Ensure a backdraft damper is present. The damper may be part of the termination hood, it may be integrated into the fan unit, or it may be installed separately in the exhaust duct.
3. Where practical, begin the ducting run by connecting a one- to two-foot section of straight rigid duct to the fan’s exhaust port, in order to improve airflow.
4. Avoid installing elbows at 90-degree angles — this can reduce airflow. Instead, install elbows at as gradual and smooth of an angle as is reasonable.
5. Make duct runs as short as is practical. Avoid long duct runs, especially where they are above the insulation or running horizontally.
6. Attach the ducting material to the fan’s exhaust port and to the termination hood.
7. Seal all joints in the exhaust-ducting run including at the fan and termination.
8. Insulate the ducting to a minimum of R-8 in unheated spaces. Ensure the insulation is secure and provides continuous coverage.
9. In multi-family housing, for continuous ventilation, multiple exhaust fans may be combined into a “collector box” and exhausted with an appropriately sized termination hood. In these cases, assure there is a backdraft damper integrated into every fan unit.
10. Use a termination fitting with an integrated collar. The termination shall have a screen material installed so it does not inhibit damper operation or restrict airflow.
11. Install termination hoods to the outdoors and not to a buffer zone, such as an attic, crawl space, or garage, where moisture and pollutants can collect.

12. A termination shall be installed a minimum of 3 feet away from any property line, a minimum of 3 feet away from operable openings to houses, a minimum of 10 feet away from mechanical intakes, or as required by authority having jurisdiction.

13. Install the top half of roof caps underneath the shingles, in order to prevent rainwater from leaking into the attic. Use galvanized or stainless steel fasteners, and use roofing cement to seal any leakage points.

14. Galvanized steel, stainless steel, or copper shall be used for termination fitting for kitchen exhaust fans.
**Attachment 5 – Insulation Services**

**RFB # 08-0720 – 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):

<table>
<thead>
<tr>
<th>Required documentation</th>
<th>Initial Assessment</th>
<th>Final Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Invoice reflecting the nature and cost of work performed.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Pre-approval of all additional work to be performed outside the original scope of work, a description of the work and the associated cost.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Explanation of any deviations from normal procedure.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4. A copy of any and all documentation including photographs regarding problems or issues regarding job site performance, commodity performance and/or client issues.</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>5. Photographs of all completed work. (electronic/scanned hard copies) - see section 5.7 of RFB 08-0720.*</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>6. Completed information input into the Air Sealing &amp; Crew tabs of the electronic diagnostic workbook, the workbook is to be submitted to SDC Contractor Services electronically with invoice.</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>7. Lien Waiver(s) – contractor, appliance supplier, subcontractors.</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>8. Copy of Permit(s) – see section 6.7 of RFB 08-0720.</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>9. Photographs documenting lead safe work practices if applicable to scope of work.</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>10. Completed Haz Mat photo checklist if LSW or Asbestos O&amp;M work was performed.</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>11. Lead Safe Work Form</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>12. Renovation Recordkeeping Checklist (if part B is completed on the Lead Safe Weatherization Form)</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

* - Required documentation when service is requested on work order and is to be submitted with invoice.

See attached documents: Lead Safe Work Form and Renovation Recordkeeping Checklist.
**Insulation Certificate**

The following information is based on installation per manufacturer's specifications.

<table>
<thead>
<tr>
<th>Location Installed</th>
<th>Insulation Type</th>
<th>Coverage Area</th>
<th>Thickness</th>
<th>R-Value* Installed</th>
<th>Number of Bags Used**</th>
<th>Min. Settled Thickness**</th>
<th>Final/Total R-Value**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attic:</td>
<td></td>
<td>Square Feet</td>
<td>Inches</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalls:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floors:</td>
<td></td>
<td></td>
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<tr>
<td>Foundation:</td>
<td></td>
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<tr>
<td>Sill Box:</td>
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<td></td>
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</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** R-Value is a measure of insulating power.

**Address:**

__________________________________________

**Agency Name:** ___________________________  **Representative:** ___________________________  **Date:** _____________
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 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.
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 Personnel: ________________________________

Signature of Certified Personnel: ________________________________
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**

| ☐ | There will be no disturbance of any painted surface during weatherization work. |
| ☐ | This property was built in 1978 or later and is not subject to Lead Safe Work requirements. |
| ☐ | The following painted surfaces/components that will be disturbed have been tested by a Certified Renovator and results were negative for lead *owner permission obtained*. |
| ☐ | 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:

<table>
<thead>
<tr>
<th>Brief Work Description</th>
<th>Agency/Contractor Name</th>
<th>Checklist Received</th>
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<tbody>
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</table>

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
Payment Bond Policy

Effective as stated in the PY2019 – 2020 Weatherization Program Manual (June 2019); 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. 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.