REQUEST FOR BID # 08-2820

Appliances

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

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

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

Bid Due Date

Tuesday, September 15, 2020, 2:00 p.m. CT

Note – Email and Fax bids not accepted.

Quote Price and Delivery FOB

FOB Destination (also see Appendix A, 5.0.)

Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
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<tr>
<td>Friday, August 28, 2020, 10:00 a.m. CT</td>
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<tr>
<td>Thursday, September 3, 2020, 2:00 p.m. CT</td>
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<tr>
<td>Thursday, September 10, 2020, 2:00 p.m. (No Bidders Mtg)</td>
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<tr>
<td>Tuesday, September 15, 2020, 2:00 p.m. CT</td>
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<tr>
<td>Tuesday, September 15, 2020, 2:01 p.m. CT</td>
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<tr>
<td>RFB Issuance</td>
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<tr>
<td>Deadline for Submitting Written Questions</td>
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<tr>
<td>Written Questions and Answers Posted to Web Site</td>
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<tr>
<td>Bid Date</td>
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<tr>
<td>Bid Opening</td>
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</table>

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.

Name of Authorized Company Representative (Type or Print) Title Date

Signature of Authorized Company Representative Named Above Phone Fax Email
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 (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, IRS Form W-9 (Request for Taxpayer Identification Number), etc.
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:

Appliances

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

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. The Agency provides these services in the following area: City of Milwaukee.

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.
“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 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 an inspection or complaint/concern.
“Commodity” means the products, materials, supplies or equipment described in this RFB.
“Contract” means a written agreement between the Agency and Vendor 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, Wisconsin Department of Administration. Contact information is: Division Administrator, DEHCR, Department of Administration, PO Box 7970, Madison, WI 53707-7970
“DVB” means a disabled veteran-owned business certified by the Wisconsin Department of Administration under Wis. Stats. s. 16.75(3m).
“Good Faith Dispute” means a contention by an Agency that goods delivered or services rendered were of a lesser quantity or quality than ordered or specified by contract, were faulty or were installed improperly; or any other reason giving cause for the withholding of payment by the Agency until the dispute is settled.
“Informational Pricing” means prices provided for informational purposes in Attachment 3. Informational Pricing is not used to calculate the Grand Total or determine the Lowest Responsible Bidder. Items with informational pricing are outside the Scope of the resulting contract, and may or may not be awarded.
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 Wisconsin Department of Administration under Wis. Stats. s. 16.75(3m).

“Prime Vendor” means the Vendor when it has engaged subcontractors or lower-tier vendors 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.

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

“State” means the State of Wisconsin.

“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 (9) months from 10/01/2020. The Contract may be renewed for 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
  - Exceptions are noted in Section 17.0.

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>CR-Social Development Commission</td>
</tr>
<tr>
<td>Milwaukee, Wisconsin 53205</td>
<td>1730 West North Avenue</td>
<td>Milwaukee, Wisconsin 53205</td>
</tr>
</tbody>
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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 shall 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, 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

No Bidders' meeting will be held for this procurement.

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 Contract is awarded, 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 commodities, 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 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 a Contract 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 reserves the right to make multiple awards based on the capacity of each Vendor beginning with the Lowest Responsible Bidder. 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 that Vendor can successfully perform and meet contract conditions (see cost sheet). NOTE THAT bidders must bid on all items in order to be considered responsive: non-responsive bids may be rejected. NOTE THAT contract performance will be closely monitored and Vendors that cannot successfully perform to the volume they identified may be terminated per Section 6.6, Failure to Perform.

4.6 Contract Award

Any Bidders that submit a Bid shall be notified in writing of the Agency's award of a Contract as a result of this RFB. After the contract is awarded 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.

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 10/01/2020.
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 commodities 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.

6. **VENDOR REQUIREMENTS** (Also see Attachment 4.)

6.1. **Prime Vendor**

The Prime Vendor shall be responsible for contract performance when lower-tier Vendors are used. However, when such lower-tier Vendors are used, they shall abide by the terms and conditions of the Contract. If lower-tier Vendors are used, the Vendor shall clearly explain their participation. The Agency shall reserve the right to approve the use of such Vendors in the fulfillment of the contract. (See Appendix A, Part A 16.0).

6.2. **Work Order, Delivery, Work Flow and Job Completion**

   a) The Vendor shall take receipt of purchase orders via email, fax, or personal pickup at the Agency.

   b) Delivery: See Delivery FOB terms identified on page 1. The Vendor shall schedule deliveries, and any callbacks and warranty work, directly with the customer. Contact information will be provided by the Agency.

   c) The Vendor shall complete/fulfill the order within (25) days of receipt of the Agency’s order unless otherwise agreed to in writing by the Agency.

   d) The Vendor shall notify the Agency of order completion/fulfillment within (5) by email, fax, telephone or personal delivery to the Agency.

6.3. **Invoices, Required Documentation and Payment**

   a) The Vendor 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.

   c) The Agency shall make payment to the Vendor 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 order or product failure issue 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 Vendor.

   f) The Vendor 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 information.
issues.

g) The Vendor 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 fulfillment of orders provided under the Contract is through the Agency.

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 not required (when the property to receive the improvement is identified) from all parties providing any labor and materials, including the Vendor.

6.5. Warranties and Repairs

a) The Vendor shall provide the manufacturer's standard warranties on all items.

b) The Vendor shall furnish all warranty repairs or provide alternate source of local warranty repair at no extra cost to the Agency, the State of Wisconsin or the owner or occupant of the premises. Warranty repairs shall be performed within (10) days of notification.

c) The Vendor shall, at the direction of the Agency, correct or have corrected any commodity determined by the Agency or the State of Wisconsin to be substandard. Such correction shall be at no extra cost to the Agency, the State of Wisconsin or the owner or occupant of the premises. Corrections shall be performed within (5) days of notification.
6.6. **Failure to Perform**

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

If the Vendor fails to provide commodities 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 Vendor may be removed from the statewide weatherization agency Bidder’s list for a period of two to five years.

In the event a Vendor 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 Vendor shall meet the insurance requirements specified in the terms and conditions. Certificates of insurance shall be provided to the Agency within five (5) working days of Notice of Intent to Award.

- **b)** The Vendor shall complete all required forms and return same to the Agency attached to the invoice, or as directed by the agency.

- **c)** 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), Vendor Application Form (if not already an established Vendor), and Certificate of Insurance (see Appendix A part A 17-0 for more information).

- **d)** 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.

6.8. **Other Requirements**

Not Applicable

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 Vendor 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).
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 Vendor 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 Vendor 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 e), the Bidder shall include the following additional documents as part of its Bid package:

- Provide written Policy and Procedure for the proper recovery and disposal of refrigerants, name of governing entity/ies ensuring these procedures are followed.
- Provide written Policy and Procedure for the disabling and recycling of removed appliances.
- Product data specification sheets are required to be submitted. Note that when a product is required to meet the current Energy Star standard, the product shall be listed on the Energy Star Website. (Also see section 5.3)
Attachment 1 - Vendor Information Form (rev. 02.03.2014)

| AGENCY NAME            | CR-Social Development Commission | Bid # 08-2820 Appliances |

1. **BIDDING / PROPOSING COMPANY NAME**

<table>
<thead>
<tr>
<th>FAX</th>
<th>Phone</th>
<th>Toll Free Phone</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip + 4</th>
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2. Name the person we may contact in the event there are questions about your bid / proposal.

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Toll Free Phone</th>
<th>FAX</th>
<th>Address</th>
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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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Toll Free Phone</th>
<th>FAX</th>
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4. Mailing address where Agency purchase orders are to be mailed and person the Agency may contact concerning orders and billings.

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<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Toll Free Phone</th>
<th>FAX</th>
<th>Address</th>
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</table>
## 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>
<th>#1 Company Name</th>
<th>Address (include Zip + 4)</th>
<th>Contact Person</th>
<th>Phone No.</th>
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<tr>
<th>Product(s)/Service(s) (describe)</th>
<th>#2 Company Name</th>
<th>Address (include Zip + 4)</th>
<th>Contact Person</th>
<th>Phone No.</th>
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<th>Product(s)/Service(s) (describe)</th>
<th>#3 Company Name</th>
<th>Address (include Zip + 4)</th>
<th>Contact Person</th>
<th>Phone No.</th>
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<tr>
<th>Product(s)/Service(s) (describe)</th>
<th>#4 Company Name</th>
<th>Address (include Zip + 4)</th>
<th>Contact Person</th>
<th>Phone No.</th>
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<tr>
<th>Product(s)/Service(s) (describe)</th>
<th>#5 Company Name</th>
<th>Address (include Zip + 4)</th>
<th>Contact Person</th>
<th>Phone No.</th>
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</table>
### References for Bidder/Vendor:

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<tr>
<th>#1 Company Name</th>
<th>Address (include Zip + 4)</th>
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<td></td>
<td>Contact Person</td>
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<td>Description</td>
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<th>#2 Company Name</th>
<th>Address (include Zip + 4)</th>
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<th>#3 Company Name</th>
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<td>Contact Person</td>
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<td>Description</td>
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<th>Address (include Zip + 4)</th>
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<td></td>
<td>Contact Person</td>
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<tr>
<td></td>
<td>Description</td>
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</tbody>
</table>

### Financial Information:

Provide contact information for credit reference(s) (financial institution, equipment wholesaler, etc.) that may be contacted to verify financial stability.
A. **GENERAL SPECIFICATIONS** in addition to RFB section 5

| A.1 Refrigerators & Freezers | (1) Shall meet current energy conservation standards for such residential appliances as published in the Code of Federal Regulations (CFR), 10 CFR 430.32(a)).  
(2) **Annual appliance energy use shall be 420 kWh or less.**  
(3) De-manufacture all units removed and dispose of per Clean Air Act 1990, Section 608, as amended by CFR 82, May 14, 1993. Provide verification to agency of proper disposal upon request. Reuse is not allowed.  

| A.2 Refrigerator | (1) The refrigerator unit shall be a top freezer automatic defrost model.  
(2) No through the door ice, water or automatic ice-makers are allowed.  
(3) Preference may be given to Energy Star® rated products.  
(4) The following are required: **glass refrigerator shelves,** adjustable humidity controlled drawers (crispers), and two separate controls that affect temperature for the refrigerator and freezer. Reversible door.  

| A.3 Freezers | Replacement (stand-alone) freezers shall be chest type and manual defrost.  

B. **Installation Specifications**

1. Make arrangements directly with the customer (as directed by the Agency) to schedule delivery and/or pick-up and address any warranty/call back issues. **Provide a minimum 24 hour notice when scheduling with customer.**  

2. Per work order specifications, deliver to intended address(es)/multiple addresses in a dwelling and remove all replaced and other appliances identified for removal on work order.  

3. Install the replacement unit per manufacturer’s specifications (including proper leveling, installing shelves and accessories, and removing packing tape and materials).  

4. Plug the unit into the nearest outlet, and confirm that the unit functions. Do not plug into an extension cord. The outlet shall not be on a ground-fault circuit interrupter (GFCI). **The Agency will make every effort to ensure this situation is addressed prior to submitting a work order to the Vendor. However, if the Vendor identifies this situation, inform the Agency immediately.**  

5. Change the swing direction on doors, if necessary to meet the needs of the customer.  

6. Verify that the doors are properly aligned and seal tightly with a positive gasket seal.  

7. Confirm that the installed replacement unit works properly before disabling the existing unit.  

8. Vendor is responsible for removing all debris, packing material, etc. from job site.  

9. Vendor is responsible for damage related to delivery, installation and removal.  

C. **Customer Education & Warranty:**

1. Review proper operation and maintenance of appliances with the customer.  

2. Provide warranty information, operation manuals and installer contact information to the customer.  

3. **Appliance will carry a minimum one-year warranty that will provide a replacement appliance if repeated issues relating to health, safety, or performance occur. Also see RFB section 6.5.**  

**Specification version date: Revised 03.16.15**
D. Custom specifications for items identified as Informational Pricing

<table>
<thead>
<tr>
<th>Specifications</th>
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<tbody>
<tr>
<td><strong>Applies to all items listed below:</strong></td>
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<tr>
<td>Energy Star® certification is required.</td>
</tr>
<tr>
<td><strong>From Section A.1, above:</strong></td>
</tr>
<tr>
<td>A.1(1) energy conservation standards</td>
</tr>
<tr>
<td>A.1(3) disposal</td>
</tr>
<tr>
<td><strong>From Section A.2, above:</strong></td>
</tr>
<tr>
<td>A.2(2) No through the door ice, water or automatic ice makers</td>
</tr>
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<table>
<thead>
<tr>
<th>Refrigerator, bottom freezer</th>
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<tr>
<td>(size &amp; color specified on cost sheet)</td>
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<table>
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<tr>
<th>Freezer, upright</th>
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<td>(size &amp; color specified on cost sheet)</td>
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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></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>
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<tr>
<td>5 Photographs of all completed work when requested. (electronic/scanned hard copies)*</td>
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<tr>
<td>6 Model and serial # of installed appliance</td>
<td></td>
<td>Yes</td>
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<tr>
<td>7 Proof of de-manufacturing for each appliance delivered.</td>
<td></td>
<td>Yes</td>
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</table>

* - Required documentation when service is requested on work order, call back, or State re-work and is to be submitted with completion documentation and/or invoice.
**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, 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 technically 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 federalally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

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

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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

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

19.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

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

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence.
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/proposals and openings which can be kept confidential under Wisconsin public records law, must be identified on a designation 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.

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 will 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.