



April 25, 2023

**Invitation to Bid: Bagged Loose Fill Cellulose Insulation**

Dear Vendor,

Couleecap, Inc. is a non-profit corporation which administers State, Federal and Local monies in conjunction with the State of Wisconsin's Weatherization Program. As part of this program, we are seeking bids for bagged loose fill cellulose insulation.

Please accept this letter as an invitation to bid on the contract to provide us with bagged loose fill cellulose insulation. The contract will run from July 1, 2023 to June 30, 2024, and may be renewed for up to two (2), one (1) year periods by mutual written consent of both parties. Bid packets will be available beginning Friday, April 28, 2023, on our website, [www.couleecap.org](http://www.couleecap.org) under News, Bid Opportunities, or can be made available for pickup by request in our Westby office at 201 Melby Street.

Please thoroughly review the bid package prior to submitting your bid. Bidders must complete and submit all required documents by the due date and time for the bid to be considered. Bids shall be submitted through email or regular mail to the attention of Colleen Smith at [colleen.smith@couleecap.org](mailto:colleen.smith@couleecap.org) or by mail to Colleen Smith, 201 Melby Street, Westby, WI 54667. No late bids can be accepted. Couleecap is not responsible for lost or misdirected bids.

**Bids are due to Couleecap no later than Monday, May 22, 2023 at 2:00pm.** All bidders will receive written Notice of Intent to Award.

If you have any questions, please contact me by email at [colleen.smith@couleecap.org](mailto:colleen.smith@couleecap.org) or by phone at 608-424-5290.

Thank you,

*Colleen Smith*

Colleen Smith  
Procurement Manager  
Couleecap, Inc.  
201 Melby Street  
Westby, WI 54667



201 Melby Street, Westby, WI 54667 • Phone 608.634.3104 • Fax 608.634.6108 • [www.couleecap.org](http://www.couleecap.org)  
An equal opportunity employer and service provider. Auxiliary aids and services available upon request.

## Contents of Bid Package

Item	Title	Notes for bid submittal
1.	Attachment 1 – Vendor Information Form	<b>Required</b> to fill out/submit with bid.
2.	Attachment 2 - Bidding Instructions	<b>Required</b> to initial at bottom and submit with bid.
3.	Attachment 3 - Cost Sheet	<b>Required</b> to complete and sign at bottom and submit with bid.
4.	Attachment 4 - Insulation Technical Specifications	Do not return with bid.
5.	Appendix A-Wisconsin Weatherization Assistance Terms and Conditions	Do not return with bid.

Review all pages thoroughly before bidding.

Submit product specification sheet with your bid.

Product must meet specifications in Attachment 4.

## Attachment 1 - Vendor Information Form

AGENCY NAME Couleecap, Inc.

Bid # *2023 Simplified Bid*  
*Bagged Loose Fill Cellulose Insulation*

<b>Bidder/Vendor Company Name:</b>			
<b>Provide information for person authorized to complete and sign binding contracts</b>			
Name of Owner/President/CEO			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
<b>Provide information for person authorized to answer questions or clarify bid/proposal</b>			
Name			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
<b>Company Transactions</b> – Provide information for person the Agency is to contact concerning orders and billings, and to receive Agency purchase orders			
Name			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	
<b>Company HR - Services/installation contracts only:</b> Any Vendor/Contractor awarded over \$50,000 on this contract must submit Affirmative Action information to the Agency. Provide information for the Personnel/Human Resource manager or other person responsible for company Affirmative Action plans.			
Name			
Address (include Zip + 4)			
E-mail		Office Phone#	
Job title/position		Cell Phone#	

**Attachment 2 – Bidding Instructions**

1. Loose fill cellulose to be delivered by the semi-trailer load and unloaded to be stored on the Agency site. All products shall be delivered, freight pre-paid, and with **no delivery or surcharges** to:  
Couleecap Inc.  
Warehouse Loading Dock  
201 Melby Street  
Westby, WI 54667
2. Notify Couleecap at least one business day in advance of any delivery (by phone or email) by contacting the phone or email contact specified by Couleecap once contract is awarded. **DO NOT CONTACT MAIN LINE ATTENDANT.** Delivery receiving shall occur on pre-scheduled days, Monday – Thursday (excluding Agency holidays) between 7:00 am and 4:00 PM. No Friday deliveries are allowed; our office is closed on Fridays. For a Monday delivery please contact us no later than the Thursday prior to delivery day.
3. Deliveries must be made to our door. All product must be on pallets and wrapped in stretch wrap plastic, and product cannot exceed the height of our dock doors. Six rows high per pallet is the maximum height permitted to allow room for transfer by pallet jack from delivery trailer through our dock door.
4. Deliveries must be received and signed for by a Couleecap employee.
5. All orders must be received within 14 calendar days of order date.
6. Bidder/awardee is responsible for replacement, at no cost to Couleecap, for any damaged items as a result of shipping. Please include adequate packaging in your bid.
7. Shipped replacements of damaged items must be received, freight prepaid, by Couleecap within 14 days of notification by Couleecap.
8. Couleecap reserves the right to make mathematical corrections if inaccuracies are found, to contact bidders for clarifications, or to request additional information when minor omissions (must be un-related to any bid pricing) occurs.
9. Estimated annual quantities are for bidding purposes only. Actual usage may vary, without penalty to Couleecap.
10. Bid price to include all costs (trip, delivery, unloading, any rental costs, etc.) No add-ons allowed. Sign and date the bottom of page 3.
11. Submit product specification sheet with your bid submittal. Product must meet specifications in Attachment 4.
12. **METHOD OF AWARD:** The award will be made in the best interest of the agency, as determined by the agency, to the lowest responsible, responsive bidder that meets the specifications and requirements listed in this Request for Bid.
13. This contract may be renewed for two (2), one (1) year periods by mutual written consent of both parties.

Bidder's Signature \_\_\_\_\_

### Attachment 3 - Cost Sheet

#### Bidding Instructions

1. Complete all areas shaded yellow.
2. IMPORTANT! See *Attachment 4* for information regarding technical, delivery and other requirements (including what bid price covers).
3. Completed cost sheet cannot be submitted electronically.

#### Award Calculation

<u>A</u>		<u>B</u>		<u>C</u>
Bid price per bag		Square Foot coverage per bag @ R-49 (open attic with no framing adjustment)		Bid price per Square Foot
[Yellow Box]	÷	[Yellow Box]	=	#DIV/0!

#### Notes:

1. A and B represent your bid price, at the bag weight identified by bidder below.
2. The award will be decided using the value in column C, and according to the Method of Award identified in the RFB .
3. Bid prices apply to all quantities of product that meet the delivery specification in Attachment 4. Bids that are contingent on purchase of some minimum quantity of product shall not be accepted.

#### Capacity

Agency has identified their estimated usages and frequency of delivery in *Attachment 4* .  
Bidder estimates they can deliver percentage of Agency's needs listed at right.

#### Product Information

Product Name

Bag weight (in pounds)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## Attachment 4 – Insulation – Cellulose loose fill (bagged) Technical Specifications

### 1) GENERAL PRODUCT SPECIFICATIONS

<p>Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation: Organic Fiber.</p> <p><b>Cellulose – loose fill insulation</b> to be used for walls, floors, ceilings, attics (including exposed attic floors), roofs, and within enclosed stud or joist spaces.</p>	<p>Materials must meet Consumer Products Safety Commission Standard in 16 CFR* parts 1209 and 1404, and ASTM C739-00.</p> <p>*Code of Federal Regulations</p>
<ul style="list-style-type: none"> <li>• Dry formula product.</li> <li>• Product must be suitable for use with Krendl 1000 and Intec Force 2 insulation blowers and hose diameters as narrow as 1".</li> <li>• Individual bag weight must not exceed 40 pounds each.</li> <li>• Product must be a minimum of 75% recycled material by weight.</li> <li>• Product must be free of foreign materials/debris. If hoses are clogged by foreign materials/debris, the Agency will contact the vendor to immediately switch out the entire load, at the vendor's expense. If a pattern of foreign material/debris continues to occur, the product may be designated as noncompliant with this requirement and the contract may be terminated as identified in RFB 6.6.</li> </ul>	

### 2) Delivery Specifications and Quantity/Frequency

- a) Deliver semi-trailer containing product to be unloaded and product stored on the Agency site. All costs associated with shipping/delivery shall be included in bid pricing.
- b) Delivery must be made to our door. All product must be on pallets and wrapped in stretch wrap plastic, and product height cannot exceed the height of our dock doors. Six rows high per pallet is the maximum height permitted to allow room for transfer by pallet jack from delivery trailer through our dock door.
- c) Notify the Agency at least one business day in advance of any delivery (phone or email) by contacting the phone or email contact specified by Couleecap once contract is awarded. DO NOT CONTACT MAIN LINE ATTENDANT.
- d) Deliveries shall be received on pre-scheduled days, Monday through Thursday between 7:00 AM and 4:00 PM, excluding Agency holidays. No Friday deliveries are allowed; our office is closed on Fridays. For a Monday delivery please contact us no later than the Thursday prior to delivery date.
- e) **Estimated annual quantity:** The Agency uses one semi-load (roughly 1,000 bags) every 60 days (approximately). Estimated annual quantities are for bidding purposes only. Actual usage may vary, without penalty to the Agency.

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

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Agency shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications that may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such a statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Agency.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The Agency reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The Agency may qualify for government discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the Agency in thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

**6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms shall allow the option of net thirty (30).

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

**8.0 ACCEPTANCE-REJECTION:** The Agency reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the Agency and State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

**9.0 METHOD OF AWARD:** Award shall be made in the best interest of the Agency, as determined by the Agency, to the lowest responsible, responsive bidder that meets the specifications and requirements listed in this request for bids.

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

**11.0 PAYMENT:**

**11.1 PAYMENT TERMS & INVOICING:** The Agency normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment shall be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

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

**12.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate

## APPENDIX A: WISCONSIN WEATHERIZATION ASSISTANCE PROGRAM TERMS AND CONDITIONS

procurement is necessary. Excess costs shall include the administrative costs.

**13.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**14.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The Agency or State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

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

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

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

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

**19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the Agency or utilized in performance of this contract shall comply fully with all safety requirements as set forth by the

Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

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

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

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

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

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

**21.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract.

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

**21.4** The Agency reserves the right to require the contractor to name the Agency as additional insured if specified in RFB.

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

**22.1** In addition to conditions described in the Request for Bid, the Agency reserves the right to terminate the resulting contract/agreement, for reasons of **breach of contract**, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the Agency's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the Agency, times the corresponding payment for completion of such work as set forth in the Agency's order(s).



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

### **23.0 CONTRACT CANCELLATION FOR**

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

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

**24.0 PUBLIC RECORDS ACCESS:** Due to the use of State funds, it is the intention of the Agency to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**25.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, shall be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted.

However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**25.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed, as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Agency.

**25.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, shall be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**26.0 DISCLOSURE:** If an Agency official, a member of an Agency official's immediate family, or any organization in which a Agency official or a member of the Agency official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the Agency unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure shall be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

**27.0 RECYCLED MATERIALS:** The Agency is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**28.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

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

**30.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the Agency and the State of

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Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**31.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and shall possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

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

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:**

The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

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

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

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

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

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

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the Agency

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

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

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

**5.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with federal, Agency and local ordinances.

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

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

**6.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Agency. The contractor agrees to take such steps as may be necessary to

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ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Agency.

**7.0 NON-PERFORMANCE BY CONTRACTOR:** If the contractors and/or subcontractors do not fulfill obligations of this contract, they may be removed from the bidder's list for a period of 2 to 5 years.

**8.0 BRAND NAME OR EQUAL:**

**8.1** The bidder shall list brand names and stock numbers for all exchanges. Substitutions are expected to be equal to or exceed the quality of specified items. The Agency has the right to reject any or all substitutions that do not meet minimum material standards.

**8.2** If items called for by this RFB have been identified in the Schedule by a "brand name or equal" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bids, and are determined by the Agency to meet fully the salient characteristic requirements referenced in the Invitation for Bid.

**8.3** Unless the bidder clearly indicates in his/her bid that he/she is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the Invitation for Bid.

**8.4** If the Bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bid, he/she shall:

- Include in his/her bid a clear description of such proposed modifications.
- Clearly mark any descriptive material to show the proposed modifications.

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

**9.0 ONLY RECOURSE FOR PAYMENT IS WEATHERIZATION AGENCY:** By agreeing to perform weatherization work the Vendor agrees to the following terms and agrees to pass along the following requirements to their suppliers and any subcontractors:

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

**9.2** The Vendor shall not file, suffer or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from the weatherization agency.

**9.3** When specified in the RFB, signed lien waivers for each individual work location/property are required (when the property to receive the improvement is identified) from all parties providing any labor and materials, including the Vendor. The Vendor agrees to inform any party supplying labor and/or material to an identified property, prior to engaging such parties in providing weatherization services, that lien waivers are required in order for the Vendor to invoice the weatherization agency for the job.

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

**11.0 PAYMENTS OWED BY VENDOR:** By engaging in a contract with the weatherization agency, the Vendor agrees that if they do not pay for materials and labor taking place through this weatherization contract, the weatherization agency has the option to use payments owed to the Vendor to pay such subcontractors and suppliers.

**12.0** The Agency reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor if any lien notice action is taken by the Contractor, and/or any of their subcontractors and/or material suppliers, against a property owner.

**13.0 Confidential, Proprietary, and Personally Identifiable Information:** The contractor shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") such as customer name and address for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder.

**13.1** The Contractor shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

**13.2** Contractor shall ensure that all such Representatives are informed of these requirements. The Contractor shall be responsible for the breach of this Contract by any said Representatives.

**13.3** Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession

## APPENDIX A: WISCONSIN WEATHERIZATION ASSISTANCE PROGRAM TERMS AND CONDITIONS

or control including transportation, whether physically or electronically.

**14.0 LEAD SAFE REQUIREMENTS – WEATHERIZATION PROGRAM:** Whenever paint is disturbed in a dwelling constructed prior to 1978 that is not certified as lead-free, or painted surfaces to be disturbed have not tested free of lead, applicable lead safe requirements shall be followed. For such work, contractors shall demonstrate compliance with training and any related certification requirements, work practices, and documentation requirements. Contractors shall comply with current regulations of all authorities having jurisdiction.

**14.1 Weatherization Program Requirements:** When a painted area disturbed is 6 ft<sup>2</sup> or less of interior surface per room or 20 ft<sup>2</sup> or less of exterior surface, and does not involve window replacement or demolition, lead safe setup, containment, and cleanup procedures shall be followed. Contractors shall document that lead safe work was performed by photo-graphing setup, containment, and cleanup procedures.

**14.2 DHS Requirement:** When a painted area disturbed is more than 6 ft<sup>2</sup> of interior surface per room, more than 20 ft<sup>2</sup> of exterior surface, or involves window replacement or demolition, a Department of Health Services (DHS) Certified Lead Safe Renovator shall be onsite to ensure proper setup, containment, and cleanup procedures are followed and a Wisconsin Weatherization Assistance Program Renovation Recordkeeping Checklist shall be completed for each job. Contractors shall document that lead safe work was performed by photographing setup, containment, and cleanup procedures.

**15.0 ASBESTOS - WEATHERIZATION PROGRAM:** Contractors may encounter asbestos containing materials (ACM), or suspect ACM, during work on a weatherization job. Contractors shall comply with current regulations of all authorities having jurisdiction. According to the Wisconsin Department of Health Services (DHS), all building components except for metal, glass, wood, and fiberglass shall either be assumed to contain asbestos or proven not to contain asbestos through bulk sampling by a certified Asbestos Inspector and analysis by an accredited laboratory. Photo documentation of asbestos containment and safety practices is required.

**15.1 Operations and Maintenance (O&M)** Any worker who may disturb known or suspect ACM while performing contracted work shall complete O&M training, which allows no more ACM to be disturbed or incidentally removed than would fit into a 60" by 60" glove bag, properly filled and sealed.

**15.2 Work Exceeding O&M Limits:** If greater amounts of known or suspect ACM will be disturbed during contracted work, additional training and DHS certifications are required, including certification as Asbestos Company. Work exceeding the O&M limits shall be

performed by individuals with DHS Asbestos Worker certification at minimum, and shall be supervised by a DHS certified Asbestos Supervisor.

**15.3 Working with Transite (slate) Siding or Stucco Siding:** Disturbance of these materials always requires DHS certification, regardless of the amount disturbed. Disturbance of slate siding requires an Exterior Asbestos Worker and/or an Exterior Asbestos Supervisor (the regular Asbestos Supervisor certification also allows for disturbance of slate siding). Stucco may only be disturbed by someone with Asbestos Worker certification (supervised by an Asbestos Supervisor) or an Asbestos Supervisor.

**16.0 ASBESTOS – EMERGENCY FURNACE SERVICE:** Contractors may encounter asbestos containing materials (ACM), or suspect ACM, during work on an Emergency Furnace job. Contractors shall comply with current regulations of all authorities having jurisdiction.

**16.1 Operations and Maintenance (O&M):** The Occupational Safety & Health Administration (OSHA) requires any worker who will disturb known or suspect ACM while performing contracted work shall complete O&M training, which allows no more ACM to be disturbed or incidentally removed than would fit into a 60" by 60" glove bag, properly filled and sealed.

**16.2 Work Exceeding O&M Limits:** If greater amounts of known or suspect ACM will be disturbed during contracted work, additional training and DHS certifications are required, including certification as Asbestos Company. Work exceeding the O&M limits shall be performed by individuals with DHS Asbestos Worker certification at minimum, and shall be supervised by a DHS certified Asbestos Supervisor.

**17.0 Byrd Anti-Lobbying Amendment (31 U.S.C 1352):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.