



**Invitation for Bid
Specification IFB03042025
for**

**Materials
for
HVAC Crew for CEDA Weatherization (WX) Program**

Submittals from minority, women and disadvantaged business enterprises are encouraged.

Late bids will not be accepted.

Pre-Bid Meeting

There will be a Virtual Pre-Bid Meeting on Monday, April 14, 2025, at 1:00PM. CEDA will host the meeting via Microsoft Teams. Attendance is strongly encouraged. Email procurement@cedaorg.net to obtain the link.

Questions

Questions are due by Wednesday, April 16, 2025 by 3:00PM and should be sent to procurement@cedaorg.net

Bids are due by Tuesday, April 29, 2025 at 10:00AM

Electronic bids should be sent to procurement_submission@cedaorg.net. There will be a **Virtual Bid Opening at 10:15AM**, once you submit your bid you will receive the link to the opening.

SECTION 1 INTRODUCTION

The Community and Economic Development Association of Cook County Inc. (CEDA) is a community action agency serving Cook County. It provides economic development and human service programs to address the needs of low-income residents and the underlying conditions that cause those needs. CEDA provides a variety of services in Cook County including but not limited to Head Start, WIC, Emergency Services for Homeless and Nearly Homeless individuals, Housing Services and Economic Development, and Home Weatherization Assistance Program.

Funds for the Illinois Home Weatherization Assistance Program (IHWAP) are allocated to the state by two federal agencies, the U. S. Department of Energy and U.S. Department of Health and Human Services. The Office of Energy Assistance has the responsibility to administer the weatherization program in the state. CEDA administers this program to low-income homeowners and qualified renters to help to make their homes more energy efficient.

CEDA is seeking proposals from qualified vendors to participate in this program.

SECTION 2 COMPETITION INTENDED

It is CEDA's intent that this Invitation for Bid (IFB) permits competition. It shall be the proposers responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for acceptance of proposals.

SECTION 3 OVERVIEW

CEDA is soliciting bids for Materials for its Weatherization (WX) program. The results of the bid will be eligible for use by CEDA Weatherization HVAC crews. Material purchases may be based on a per job basis or in bulk, at the discretion of CEDA. Prices shall be guaranteed "not to exceed" the bid prices through June 30, 2026, at which time CEDA may solicit new proposals for then current pricing.

The purpose of the bid is to identify designated vendors that are able to provide frequently purchased materials at competitive prices. Prices shown shall be exclusive of sales tax. CEDA will accept bids from Vendors who meet the requirements of the proposal process, based on the suitability and availability of materials and supplies, price, and delivery options.

All materials used in provision of services must meet or exceed 10 CFR 440 Appendix A to Part 440: Standards for Weatherization Materials.

3.1 Labor/Material Rates, Surveys, Architectural and Furnace

CEDA utilizes the IHWAP, approved audit approach in the weatherization of dwellings. It requires the use of standard labor rates and material prices on a per measure basis to determine rates and prices that will be paid against this contract. CEDA establishes the labor rates and material prices, per measure at a meeting held with all qualified Contactors. Provisions of CEDA's grant agreement establish maximum labor and materials costs per weatherized dwelling. CEDA is further required to maintain a minimum labor/material relationship for the entire program.

➤ **3.1.1 Vendor Responsibilities**

Supply costs will be determined through a competitive process. Upon receipt of the proposals CEDA will select Vendors to receive contracts. Prices shall be stated in units and quotations made on each item separately. The Vendor shall include all applicable Federal, State and/or indirect taxes if any in its survey response. Rebates, point systems or other bonuses will not be considered. Volume discounts will be considered only if applied to the per-item price. Prices will be evaluated on an item-by item-basis.

➤ **3.1.2 CEDA Responsibilities**

CEDA is responsible for doing pricing research in its' service area. This pricing research will give the agency a good idea of what the Vendors cost will be on and item-by-item basis.

SECTION 4 INSTRUCTIONS TO BIDDERS

4.1 Pre-Bid Meeting and Questions

A Pre-Bid Meeting will be held on Monday, April 14, 2025 at 1:00PM Central Standard Time. If you would like to join the meeting, please email procurement@cedaorg.net for the link. Vendors should submit questions to Shawnee Little via email at procurement@cedaorg.net. Questions will be accepted until April 16, 2025 by 3:00pm. Oral interpretations of this bid are not binding.

4.2 Bid Submittal

Bids must be submitted by **10:00AM on Tuesday April 29, 2025**. Bids must be emailed to Shawnee Little at procurement_submission@cedaorg.net. The subject line should include the specification number. **Late bids will not be accepted. There will be a Virtual Bid Opening at 10:15AM. Once your bid is submitted, you will be sent the link to the opening.**

4.3 Contract Period

The contract period for this proposal runs from **July 1, 2025 through June 30, 2026**. The contract includes one (1) optional one (1) year extension, to be exercised at the mutual agreement of CEDA and the Vendor. All awards are contingent on the availability of funds for this program.

4.4 Price Protection

The price will be firm and fixed for the contract period.

4.5 Exceptions

Submission of qualifications documents indicates acceptance by the Vendor of the conditions contained in this request. "Exceptions" to any of the terms and conditions must be clearly stated in the Vendor's submittal. CEDA reserves the right to accept or reject any noted "Exceptions" should it deem such action to be in its best interest. If accepted, "Exceptions" will be confirmed in the contract between CEDA and the selected Vendor(s).

SECTION 5 VENDOR QULAIFICATIONS

Bidders will need to meet the following qualifications in order to be bid on this project:

- 1) **Experience:** Selected vendors(s) must have been in business a minimum of five (5). Vendors must provide a general description of the company and include and list key personnel.
- 2) **References/Reviews:** Vendor must have three (3) references/reviews from companies that are comparable in scope and size to CEDA.

5.1 Participation of Minority, Women-Owned, Small and Disadvantaged Business Enterprises

CEDA is a Community Action Agency in partnership with communities to bring public and private resources to end poverty. CEDA understands the impact that small and minority business can have on poverty. CEDA intends to employ an additional creative solution to the abatement of poverty, by leveraging its procurement dollars in such a way that minority and women business enterprises are stimulated by these funds.

CEDA aggressively seeks minority, women-owned and disadvantaged and small business enterprises to participate in its procurement activities. Vendors must complete Exhibit D of this document. Certification will be accepted from the City of Chicago, County of Cook, State of IL., Women's Business Development Agencies and the Chicago Minority Business Development Council, Inc.

In addition, non-diversity Vendors are encouraged to utilize diversity as sub-Vendors for purchases of supplies to the greatest extent possible.

5.2 Submittal Requirements

Bids submitted by Vendors **must** contain the forms and items listed below in order to be considered for a contract award. (Refer to the "Proposal Submission Checklist")

The following required documents are provided in the IFB and must be fully completed:

- Form A.** Cover Sheet
- Form B.** Bid Cost
 - **Bid Pricing Sheets**
- Form C.** Vendor's Affidavit
- Form D.** Certification Regarding Lobbying
- Form E.** Diversity Form
- Form F.** Business Information and References
- Form G.** Certificate of Compliance with Illinois Drug-Free Workplace Act
- Form H.** Availability of Material Safety Data Sheets
- Form I.** Non-Collusion Bid/Request for Proposal Certification
- Form J.** Certification Regarding Weatherization Materials
- Form K.** Appeal/Protest Form
- Form L.** Insurance Requirements

The following additional items must also be included in the bid submission:

1. Proof of adequate Current/Existing Insurance Coverage - see Appendix A (*Once contract is awarded Vendors will also be expected to name CEDA as an additional insured.*)

5.2 Mandatory Requirements

The forms listed in and presented in the bid packet must be properly completed and submitted for a bid to be considered valid. Failure to submit these forms will result in rejection of the bid in its entirety. In addition, any product bid that does not meet or exceed specifications will be rejected.

SECTION 6 PRODUCT SPECIFICATIONS

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. Bidders/proposers are cautioned to avoid bidding alternates to the specifications that may result in rejection of their bid/proposal.

6.1 Standards for Weatherization Material

Each product listed must meet the specifications set by CEDA and in compliance with 10 CFR 440 Standards for Weatherization Materials issued by the Department of Energy. These standards are included as Appendix A of this document. Any products offered by individuals that do not meet those specifications will be rejected. Selected proposers may submit a product exceeding such specifications. For such superiority to be considered during the negotiations the selected proposers must submit documentation clearly demonstrating the product is superior in quality. If the selected proposers do not submit the documentation, such superiority will not be given special consideration during the evaluation.

6.2 Product Standards

The materials for which bids are being solicited must meet or exceed whichever standards are most stringent as established by the federal government, the Illinois Home Weatherization Assistance Program, the local municipality or CEDA. The minimum standards established by the federal government are presented in Appendix A - Standards for Weatherization Materials (included in this bid packet). Specific standards as established by CEDA may be incorporated in the list of materials to be procured (included in this bid packet).

6.3 Use of Name Brand

A brand name, which may be mentioned in specifications, does not indicate a preference and is used only as a reference to the type of materials desired. If such references are made, the specific features of the named brand, which must be met, will also be stated. CEDA reserves the right to determine whether brands other than the named brands are within the intent of the specifications and will reasonably meet service requirements. If necessary, the bidder may be required to submit technical data to determine conformance with the specific features that must be met.

6.4 Quality

Unless otherwise indicated in the request, all material shall be of first quality. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable without prior written approval from the Agency.

6.5 Material Safety Data Sheets

Vendors must supply CEDA with Material Safety Data Sheets (MSDS) for all materials. If recycled cellulose insulation is used, Vendors must sign a certificate stating same. If any item(s) on an order(s) resulting from this award is a hazardous chemical, as defined under 29CFR 1910.1200, provide one copy of a Material Safety Data Sheet for each item with the shipped container(s) and one copy with the invoice(s).

SECTION 7 BID EVALUATION AND CONTRACT AWARD

A contract will be awarded to the Vendor whose proposal in the sole judgment of CEDA most thoroughly meets the specifications outlined in this document while providing the most beneficial pricing to the agency. CEDA reserves the right to review all proposals submitted for a maximum period of sixty (60) days after the date of submission, and by submitting a proposal, the Vendor agrees that the terms and conditions specified in the proposal shall remain in full force and effect for the sixty (60) day period. No Vendor shall modify, withdraw, or cancel its proposal or any part thereof for sixty (60) days after the date of submission.

The selected Vendor must enter into an agreement with CEDA within fifteen (15) days following its notification of selection. CEDA at its sole discretion may extend the period up to a maximum (30) day period.

CEDA reserves the right to reject any and all Bids, to accept Bids in whole or in part, and to waive any irregularities or defects in any proposal, should it deem such action to be in the best interests of CEDA. CEDA reserves the right without prejudice to reject any or all Vendors, with such rejection being based on a sound, documented reason.

Proposals will be evaluated based on the quality of the Vendors proposals in the areas listed in section 7.1. Evaluation of Vendor responses is the sole responsibility of CEDA and based totally on the assessment of responses. A review committee will evaluate the bids and make award recommendations to the CEDA Board of Directors (The Board). The Board will make the final approval of the recommended awards.

7.1 Evaluation Criteria

In addition to pricing, bids will be evaluated based on the following criteria, with a total possible score of 100 points.

CRITERIA	WEIGHTED %
1. Pricing and Cost Structure <ul style="list-style-type: none"> • Are prices competitive and within the budget? • Are there volume discounts or long-term pricing benefits? 	23%
2. Product Quality and Availability <ul style="list-style-type: none"> • Is the quality of HVAC materials in line with industry standards? • Is the supplier able to consistently provide materials in the required quantities? 	16%
3. Delivery and Lead Times <ul style="list-style-type: none"> • Does the supplier offer timely delivery? • Are their lead times suitable for project schedules? 	10%
4. Cost of Key Items <ul style="list-style-type: none"> • Central AC Are prices for Central AC systems competitive? • Furnaces Are prices for furnaces competitive? • Heat Pumps Are prices for heat pumps competitive? 	8%
5. Reliability and Reputation <ul style="list-style-type: none"> • What is the supplier's reputation in the market? • Are they known for reliable service? 	8%
6. Geographic Distance from Headquarters (South Holland, IL) <ul style="list-style-type: none"> • How close is the supplier to our headquarters for ease of logistics and service? 	8%
7. Customer Service and Communication <ul style="list-style-type: none"> • Does the supplier offer good customer support and are they responsive to inquiries/issues? • Is there an assigned account manager or point of contact? 	6%

<p>8. Refrigerant Recycling Services</p> <ul style="list-style-type: none"> Does the supplier provide refrigerant recycling services? 	<p>6%</p>
<p>9. Compliance and Certifications</p> <ul style="list-style-type: none"> Does the supplier meet all regulatory and compliance requirements? Are they certified to provide HVAC materials? 	<p>3%</p>

SECTION 8 DELIVERY REQUIREMENTS

Material will be received in one of the following manners as specified when ordered:

- Vendor will deliver materials to job site as specified by CEDA ordering agent.
- Vendor will deliver material to CEDA's South Holland, IL facility.
- The CEDA Authorized Representative will pick up the material from supplier's site.

Failure to adhere to the delivery schedule as specified, or to promptly replace rejected materials, will render the supplier liable for the difference between the "open market" and the bid price where emergency procurement is required. Further, such failure will be considered a default on the terms of the contract, which may result in contract termination.

SECTION 9 PAYMENT TERMS AND

Vendors can expect payment within 45 days of receipt of invoices and waivers of lien after delivery. Vendor payment may be delayed due to delays in funding source reimbursement to CEDA. Partial payment cannot be given for weatherization work in unacceptable call-back status. Invoices must be submitted to the Weatherization department who will approve and forward to the CEDA accounts payable department for payment.

SECTION 10 GENERAL CONDITIONS

In addition to the provisions listed in this document, Vendor agrees to be bound by the requirements listed in Appendix B - General Conditions, which shall become a part of any contracts resulting from this bid.

10.1 Insurance Requirements and Indemnification

The selected Vendor must maintain the types of insurance coverage described in Form S throughout the life of the contract. Vendors will also be required to provide coverage anytime following expiration of the contract if the Vendor is required to return to perform any of the services that did not pass inspection. Each Proposal must be accompanied by written evidence of the type and amount of insurance maintained.

The Certificate of Insurance from the Vendor shall state in writing that it will indemnify, keep and hold harmless CEDA and its agents, officials, employees, representatives and consultants against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against CEDA in consequence of the granting of this contract, or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission by the Vendor or his employees, of a sub-Vendor of his employees, if any, or of CEDA or its employees. The Vendor shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therein, and if any judgment shall be rendered against CEDA in any such action, the Vendor shall, at his own expenses, satisfy and discharge them. The Vendor expressly understands and agrees that any performance bond or insurance protection

required by this contract, or otherwise provided by Vendor, shall in no way limit the responsibility of the Vendor if awarded a Contract to indemnify, keep and hold harmless and defend CEDA and its employees, Board members, officers, agents, representatives and consultants as herein provided.

CEDA must be named as additional insured on this coverage as well as on Umbrella Liability. Vendor must name the following as additional insured on all certificates of insurance: CEDA, its board members, officers, employees, agents and consultants. All insurance companies must be rated A-VIII or better by the A. M. Best Company. Vendor's assumption of liability is independent from, and not limited in any manner by, the Vendor's insurance coverage obtained pursuant to this Proposal, or otherwise. All amounts owed by Vendor to CEDA as a result of the liability provisions of the Contract shall be paid on demand. (See Form W)

➤ **10.1.1 Vendor Penalties**

Lapse of insurance shall result in CEDA suspending jobs assigned to the Vendors. Vendor will be required to provide documentation that insurance has been reinstated or contract will be terminated.

10.2 Ethics for Labor and Materials

Prior to the approval of any purchase, it will be the responsibility of the program director to determine if:

1. The expenditure is budgeted
2. The funds are available for expenditure
3. The expenditure is allowable under the grant
4. The expenditure is necessary to the program

CEDA Weatherization funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is to be received for such goods and/or services. Employees and/or their families may purchase goods and/or services directly from CEDA Weatherization Vendors if the Vendor allows this practice. Goods and services purchased with CEDA Weatherization funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by agency employees or board members is not allowed under any circumstances. All purchased items are to be received by authorized employees who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the Program Director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

CEDA has a set of written procedures on file that includes a code of standard of conduct for agency employees. This set of written procedures can be reviewed upon request.

10.3 Investigations Prior to Proposal Award

CEDA may make such investigations as are deemed necessary to determine the ability of the Vendor to perform the work, and the Vendor shall furnish all such information and data for this purpose as CEDA may request. CEDA reserves the right to reject any proposal if the evidence submitted by, or investigation of such Vendor, fails to satisfy it that such Vendor is properly qualified to carry out the obligations of the contract.

10.4 Vendor Appeal Process

Unsuccessful bidders will have five (5) working days from receipt of notification of their failure to receive a contract award to file a written appeal of the contract award. This written appeal must be sent to the Director of Procurement. The Director of Procurement will contact the Vendor, discuss the matter, and provide a written response to the Vendor's concerns. If the Vendor wishes he may ask for a formal hearing. The Executive Vice President of CEDA will act as the CEDA agency appeal officer. The Executive Vice President will review the case and hold an administrative hearing allowing the Vendor to state their concerns. The Executive Vice President will rule in the matter. If the Vendor disputes the

finding, the Vendor can file a written protest with the State of Illinois. Vendor should review Appendix D and then sign the Form L acknowledging acceptance.

10.5 Code of Standards and Ethics

The code of ethics for personnel engaged in procurement activities (both procurement staff and staff of user departments) indicates that each member will “decline personal gifts or gratuities in connection with the purchasing function.” In an effort to clarify the meaning of this statement and dispel any perception that a purchasing employee may be unfairly influenced, the following is a statement of departmental policy:

1. An employee of the Purchasing Department or user department cannot solicit or accept offers, gifts or entertainment, or other favors from a vendor who conducts business with CEDA if the gift was offered to said employee while s/he was being paid by CEDA and performing the official duties of his office. This includes samples of products provided by the vendor. It is permissible to accept unsolicited “giveaways” of promotional items such as pens, calendars, ball caps, and similar items that are offered to all participants by vendors at trade shows or training meetings provided that no particular course of repayment is required as a condition to the receipt of the item. Accepting a meal paid for by a vendor should only occur when CEDA related work is being conducted and the meal adds to the efficiency of the meeting. Employees involved in purchasing or decision-making are encouraged to adopt a very strict set of personal standards in their relationship with vendors.
2. Consumable items may be given to the Purchasing Department by a vendor. These items should be shared with all employees in the Purchasing Department. Items such as food, pens, calendars, ball caps, and similar items are acceptable. Gifts or tokens of appreciation can be accepted if the aggregate value of such gift from any single donor is of an economic value of less than \$50.00 during any one calendar year.
3. The purpose of this policy is to enable the employee to maintain freedom from influence and to exercise truly independent judgment. Any questionable items shall be brought to the attention of a purchasing director for review and approval.
4. No employee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.

10.6 Gratuities

No payment, gratuity or offer of employment was made by or to Vendor in relation to this Contract or as an inducement for award of this Contract.

10.7 Financially Solvent

Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to provide the Products hereunder and to perform all obligations under this Contract.

10.8 Exemption from Retailers, Occupation or Use Taxes

CEDA is a non-profit corporation recognized by the Internal Revenue Service as a 501 (c) (3) exempt organization and by the State of Illinois as organized exclusively for charitable purposes. CEDA is exempt by law from Retailers Occupation Tax (both State and Local), Use Tax and the Service Use Tax of IL on materials or services purchased in connection with the Work. Consultants, Vendors or vendors that perform services for or supply equipment and materials to CEDA must pay, as a cost of the Work, all existing and future applicable federal, state, and local taxes that apply to them, whether direct or indirect, incurred in connection with the services.

10.9 Cost/Ownership of Bids

CEDA owns all Bids. Bids will not be returned to Vendors. CEDA shall not be responsible for expenses incurred in preparing and submitting the Bid. Such costs shall not be included in the Bid.

10.10 Response to Bids

Vendors are required to complete and submit detailed responses to this Bid, including, but not limited to the submittal requirements set forth in this Bid.

10.11 Federal Statutes

Applicable provisions under 45 CFR Parts 74.42-74.47, 92.36 and 41 U.S.C. 403(11), 10 CFR section 600.236 of the DOE regulations and Section 1352, and Title 31 of the U.S. Code regarding Federal Lobbying Restrictions govern this purchase.

Vendor shall comply with the following; The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq.(1988), as amended; Executive Order NO. 11,246. 30 Fed. Reg. 12,319 (1965) reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No 11,375, 32 Fed. Re. 14303 (1967) and by Exec.Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 ET/ seq.; and 41 C.F.R. Part 60 seq. (19find an90); the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented by 29 CFR part 3.n Vendor shall comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution amended (333 U.S.C. 1251 et seq.

10.12 Non-Discrimination

Vendors participating on this agreement shall not (1) fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, or the term, conditions, or privileges of his employment because of such individuals race, color, religion, sex, age, handicap or national origin. (2) Limit, segregate, or classify employees or applicants for employment in any way which deprives or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals.

10.13 Contract Termination

Subject to the provisions below, the contract may be terminated by CEDA upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval by CEDA until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of CEDA, without the required thirty (30) days advance written notice, then CEDA shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by CEDA for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of the project in a subsequent fiscal year, the contract shall be canceled and the Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Upon cancelation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all documents, material(s) and other properties of the other held by each for the 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, non-disruptive business continuation of each party.

10.14 Waiver of Lien

By agreeing to perform weatherization work the bidder/proposer agrees to the following terms.

- a. The bidder/proposer agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.
- b. The bidder/proposer 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 CEDA.
- c. Signed lien waivers from each individual work location/property are required from any parties providing labor under a weatherization contract. The bidder/proposer agrees to inform any sub-Vendor providing material to a weatherization property, prior to engaging such sub-Vendors, that lien waivers are required in order for the bidder/proposer to invoice CEDA for weatherization material provided.

SECTION 11 SPECIAL CONDITIONS

11.1 Product Standards

The materials that Vendor will supply, must meet or exceed all standards established by the federal government or by CEDA if such requirements exceed minimum federal standards. The minimum standards established by the federal government are presented in the Department of Energy's 10 CFR 440, Standards for Weatherization Materials (Appendix G). Specific standards as established by CEDA are incorporated in the list of materials to be procured as presented in the Labor/Material Rates Survey.

11.2 Inspection

Materials purchased can be inspected by CEDA to determine conformity with the quality requirements of the call for bids. When deemed necessary, CEDA may require documentation (i.e. product literature prepared by the manufacturer) detailing the product specifications for the purposes of determining whether the material conforms, in all aspects, to the required specifications as set forth herein. In cases where the documentation indicates the material does not meet the specifications, the successful Vendor must remedy the deficiency, or the balance of the order thereof may be canceled by CEDA.

11.3 Warranty

Unless otherwise specifically stated by the CEDA, the following supplier warrants that the products will be new and not refurbished. The supplier warrants that the products will be free from defects and will meet the product specifications stated.

1. Equipment – purchased as a result of this bid shall be warranted for a minimum of one (1) year from the date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Vendor for that period.
2. Product – requires a warranty of at least one (1) year.
3. Refrigerators- Minimum one (1) year warranty on the entire box and a five (5) year warranty on the sealed system.
4. Freezers – Minimum one (1) year warranty on the entire box and a five (5) year warranty on the sealed system.

11.4 Return of Goods Policy

All incorrect/damaged/unwanted goods brought to a vendor's attention within a reasonable timeframe will be returned to the vendor in an expeditious manner. These items shall be replaced at no additional cost to the Authorized Purchaser.

PROPOSAL SUBMISSION CHECKLIST *(Submit 1 unbound original and 1 copy in sealed envelope)*

The following required documents are provided in the Bid and must be fully completed:

- Form A.** Cover Sheet
- Form B.** Bid Pricing Certification
- Bid Pricing Sheets**
- Form C.** Vendor's Affidavit (including Debarment Information)
- Form D.** Certification Regarding Lobbying
- Form E.** Diversity Form
- Form F.** Business Information and References
- Form G.** Certificate of Compliance with Illinois Drug-Free Workplace Act
- Form H.** Availability of Material Safety Data Sheets
- Form I.** Non-Collusion Bid/Request for Proposal Certification
- Form J.** Certification Regarding Weatherization Materials
- Form K.** Appeal/Protest Form
- Form L.** Insurance Requirements

The following additional items must also be included in the proposal submission:

- 1. Proof of adequate Current/Existing Insurance Coverage - see Form W *(Once contract is awarded Vendors will also be expected to name CEDA as an additional insured.)*

Form A. COVER SHEET



**THE COMMUNITY AND ECONOMIC DEVELOPMENT
ASSOCIATION OF COOK COUNTY, INC.**

**Invitation for Bids
Specification # 10232012IFB**

for

**CEDA Home Weatherization (WX) Program
Materials**

Vendor:
FEIN/Soc. Security #:
Contact Name:
Phone #:
Date of Submission:

****Return Completed Proposal to CEDA with this Cover Sheet on Top****

Form B. BID PRICING CERTIFICATION

On behalf of _____ I submit this Bid to the Community and
(Name of Firm)
Economic Development Association of Cook County, Inc. to provide Weatherization Materials at the
stated prices in this Bid and I agree to all terms and conditions included in the Bid.

I have full authority to bind _____ to this proposal and the terms and
(Name of Firm)
conditions of this Bid.

Signature of President or Authorized Officer

Title of President or Authorized Officer

Date

For questions regarding this response please contact:

Name

Title

Telephone Number

Fax Number

Email Address

Mailing Address, City, State Zip

NOTARY PUBLIC

On this day, _____ personally appeared before
me to me known to be the person(s) described in and who executed the within and foregoing instrument
and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and
purposes therein mentioned.

Witness my hand and official seal hereto affixed

This _____ day of _____, _____.

Notary Public in and for the State of _____, County of _____.

My commission expires _____.

Notary Signature _____

AFFIX NOTARY SEAL:

The following Bid Pricing Sheets are part of the solicitation for competitive pricing and does not constitute an order.

The Authorized Representatives are not making any representations to the amount of business to be generated by participation in this Bid.

Form C. VENDOR'S AFFIDAVIT

Contract

Vendor Address

Vendor Telephone Number

Instructions:

FOR USE WITH ALL CONTRACTS. Every Vendor submitting a bid/proposal to CEDA must complete this Affidavit. Please note that in the event the Vendor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Vendor's Affidavit. In the event the Vendor is unable to certify any of the statements contained herein, the Vendor must contact CEDA and provide a detailed factual explanation of the circumstances leading to the Vendor's inability to so certify.

I certify that I am authorized to execute this Vendor's Affidavit on behalf of the Proposer set forth above, that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Vendor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit.

Company Name

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

SECTION 2. Partnership

If the bidder/proposer is a partnership, indicate the name of each partner or attach a list and the percentage of interest of each therein.

<i>Name of Partners</i>	<i>Percentage of Interest</i>
_____	%
_____	%
_____	%
_____	%
_____	%

SECTION 3. Sole Proprietorships

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity on behalf of any beneficiary:
 Yes No *If "No," complete items b and c.*

b. If the sole proprietorship is held by an agent(s) or a nominee, indicate the principle(s) for whom the agent or nominee holds such interest.

Name(s)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

SECTION 4. Certification Regarding Suspension and Disbarment

The Vendor certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency and have not within a (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, a violation of Federal or State antitrust statutes, or the commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Further, Vendor certifies it is not presently indicted for or

otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Section 2(a) above and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

SECTION 5. Verification

Under penalty of perjury, I certify that I am authorized to execute this Vendor's Affidavit on behalf of the Vendor set forth on this page, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of President or Authorized Officer

Title

Date

NOTARY PUBLIC

On this day, _____ personally appeared before me to me known to be the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

This _____ day of _____, _____.

Notary Public in and for the State of _____, County of _____.

My commission expires _____.

Notary Signature _____

AFFIX NOTARY SEAL:

Form D. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Officer Signature

Title

Organization

Form E. DIVERSITY FORM

GENERAL VENDOR INFORMATION:

Name of company: _____

- a) Is your company certified as a small, minority, female or disadvantaged business enterprise by a municipal, county, State, or Federal agency? Yes ____ No ____.
- b) If yes please answer the following:
 - i) Please list agency _____
 - ii) Please attach a copy of your certification letter.
- c) Is your company certified as a minority business by the Chicago Minority Business Development Council? Yes ____ No ____
- d) Is your company certified as a female owned business by the Women's Business Development Agency? Yes ____ No ____
- e) Please attach a copy of your certification letter.

SUB-VENDOR INFORMATION:

Are you using sub-Vendors certified as small, minority, female, or disadvantaged businesses?

Yes ____ No ____

1) If yes, please answer the following:

- a) What approximate percentage of work is performed by these sub-Vendors? _____%
What are the names of the firms?

Please attach certification forms for all certified sub-Vendors.

- b) What are the names of the company used and the approximate dollar amount of the supplies purchased from small, minority, female, or disadvantaged businesses?

What approximate percentage is that of the total dollar amount purchased? _____%
Please attach certification forms for all certified suppliers.

Form F. BUSINESS INFORMATION AND REFERENCES

1. Name of Company: _____
2. How many years has this company been in business? _____
3. Do you have a current business license? Yes ___ No ___
4. In what city or town is the company licensed? _____
5. Please provide the name of a bank that you have a business relationship with.

Bank Name _____

Address _____

Phone _____ Contact _____

How long have you been doing business with this bank? _____

6. Provide the name, telephone number and address of (3) references or include 3 reviews from companies whose jobs were similar in scope to that which is specified in this bid.

Company/Agency Name _____

Address _____

Phone _____ Contact _____

Type of Business _____

Company/Agency Name _____

Address _____

Phone _____ Contact _____

Type of Business _____

Company/Agency Name _____

Address _____

Phone _____

Contact _____

Type of Business _____

Form G. CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

(Vendor)

having 25 or more employees, does hereby certify, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.), that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and further certifies that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Date: _____

BY: _____

TITLE: _____

STATE OF ILLINOIS COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ duly sworn on oath, acknowledged that he/she

(Name of Signatory)

executed the foregoing certification as his/her free act and deed.

Subscribed and sworn to before me this _____ day of _____.

NOTARY PUBLIC

On this day, _____ personally appeared before me to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

This _____ day of _____, _____.

Notary Public in and for the State of _____, County of _____.

My commission expires _____.

Notary Signature _____

AFFIX NOTARY SEAL:

Form H. AVAILABILITY OF MATERIAL SAFETY DATA SHEETS

I, the undersigned, certify that if awarded, I will supply **CEDA** with Material Safety Data Sheets (**MSDS**) concerning hazardous materials (see below) used in conjunction with the project. These **MSDS** will be available to all crewmembers working on the project.

Upon contract award, all Vendors must present MSDS information in the printed format of their choice. Each form should include the following **MINIMUM** information:

- Information name and/or product number
- Manufacturer name and address
- Phone number of manufacturer where additional information can be obtained
- Description of hazardous material in the product
- Effects of the hazardous material

MSDS are required for any material containing potentially hazardous substances.

Company Name

Authorized Signature

Print Name

Date

FORM I. NON-COLLUSION BID/REQUEST FOR PROPOSAL CERTIFICATION

By submission of this bid/request for proposal, the undersigned says that:

1. He/She is the duly authorized agent of _____ (company name), the bidder submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached,
2. He/She is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids, and
3. Neither the bidder nor anyone subject to the bidder's direction of control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidder and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract,
 - d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the CEDA any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached

Signature of President or Authorized Officer

Title

Date

NOTARY PUBLIC

On this day, _____ personally appeared before me to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

This _____ day of _____, _____.

Notary Public in and for the State of _____, County of _____.

My commission expires _____.

Notary Signature _____

AFFIX NOTARY SEAL:

Form J. CERTIFICATION REGARDING WEATHERIZATION MATERIALS

I, the undersigned, certify that if awarded:

1. All weatherization materials supplied by _____
(Company Name)
for the duration of this contract beginning July 1, 2025, and ending June 30, 2026 meet all federal standards as specified in the Standards for Weatherization Materials 10 CFR 440 (Appendix G), and all agency standards or specifications.
2. I understand that supplying materials that DO NOT meet the federal standards constitutes a criminal offense.
3. I have in my possession a copy of Appendix G of 10 CFR and the agency specification list and understand that materials found to be in violation of said Appendix G of 10 CFR 440 or the agency will result in immediate cancellation of my contract. All unused materials will be returned for immediate refund. All costs relating to the removal and replacement of any installed inferior materials will be the sole responsibility of _____ and reimbursable to the agency.
(Vendor)
4. I will submit current laboratory tests for insulation and replacement and storm windows. Specifications for windows, doors, furnaces, boilers, hot water heaters, fire extinguishers, and smoke and carbon monoxide detectors.
5. National Fenestration Rating (NFRC) certificates will be provided for low-e storm and replacement windows. The U-value must be 0.32 or less as rated by the NFRC. **Note:** U-value shall be the window unit and not the center of glass U-value.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Any supplier who fails to file this certification with the agency will not be awarded a contract.

Vendor or Supplier

Title

Signature of Certifying Official

Date

CEDA

Agency

Title

Signature of Agency Official

Date

Form K. APPEAL/PROTEST

I, the undersigned, have received a copy of the appeals process (Appendix D) and understand the process as indicated in Section 7.3 of the document.

Company Name

Authorized Signature

Print Name

Date

Form L. INSURANCE REQUIREMENTS

Vendors must meet the following CEDA standards and maintain at a minimum the types and amounts of insurance coverage set forth below and must provide CEDA with certificates evidencing such coverage. Vendor must understand if insurance lapses, the weatherization contract is invalidated and the Vendor is to return all work orders currently issued until insurance coverage is reinstated. CEDA reserves the right to ask for higher levels of coverage. (See Appendix A for complete requirements)

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory-State of Illinois
Employers a. Each Accident b. Each Employee Disease c. Policy Aggregate Disease	\$ 500,000.00 \$ 500,000.00 \$ 500,000.00
Commercial General Liability a. Per Occurrence b. General Aggregate 1. General Aggregate-Per Project 2. General Aggregate Products Completed Operations Personal and Advertising Injury Fire Legal Liability (any one fire) Medical Expense (any one person) Property Damage	\$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$ 50,000.00 \$ 500,000.00
Umbrella Excess Liability (Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than the primary coverage listed.)	\$2,000,000.00 over Primary Insurance \$ 1,000.00 retention for Self-Insured Hazards Each Occurrence
Business Auto Liability (This Policy must provide coverage for all owned, non-owned, and hired autos.)	\$1,000,000.00
Pollution Occurrence a. Per Occurrence b. Aggregate for the policy c. Deductible per occurrence	\$ 500,000.00 \$ 500,000.00 \$ 2,500.00

CEDA must be named as additional insured on all coverages noted above. Proposers' policies must include Primary and Noncontributory status in favor of CEDA. Contractor must name the following as additional insured on all certificates of insurance:

CEDA, its board members, officers, employees, agents, and consultants

All insurance companies must be rated A-VIII or better by the A. M. Best Company.

Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this proposal, or otherwise. All amounts owed by Contractor to CEDA as a result of the liability provisions of the Contract shall be paid on demand.

APPENDICES

The following **Appendices** contain critical information related to procedures and requirements for all Vendors. Please carefully review these documents *prior* to submitting a proposal to ensure all requirements can be met if a contract is awarded.

Please retain these documents for your records.
Do not submit.

APPENDIX A STANDARDS FOR WEATHERIZATION MATERIALS

The following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations:

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation—organic fiber—conformance to Interim Safety Standard in 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use—Attic Floor—insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation in 16 CFR part 1209;

Enclosed spaces—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in 16 CFR part 1209.

The following standards which are not otherwise set forth in part 440 are incorporated by reference and made a part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on April 5, 1993 and a notice of any change in these materials will be published in the Federal Register. The standards incorporated by reference are available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to:
http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

The standards incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209; (703) 524-8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400.

American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642-4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705-7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202-1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D Streets, SW, Washington, DC 20407; (202) 708-5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525-9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037; (202) 457-8400.

National Fire Protection Association, Batterymarch Park, P.O. Box 9101, Quincy, MA 02269; (617) 770-3000.

National Standards Association, 1200 Quince Orchard Blvd., Gaithersburg, MD 20878; (301) 590-2300. (NSA is a local contact for materials from ASTM).

National Wood Window and Door Association, 1400 East Touhy Avenue, Des Plaines, IL 60018; (708) 299-5200.

Sheet Metal and Air Conditioning Vendors Association, P.O. Box 221230, Chantilly, VA 22022-1230; (703) 803-2980.

Steel Door Institute, 712 Lakewood Center North, 14600 Detroit Avenue, Cleveland, OH 44107; (216) 899-0100.

Steel Window Institute, 1230 Keith Building, Cleveland, OH 44115; (216) 241-7333.

Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 332-0040.

Underwriters Laboratories, Inc., P.O. Box 75530, Chicago, IL 60675-5330; (708) 272-8800.

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

Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554-1080.

National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899, (301) 975-2000

Weatherization Assistance Programs Division, Conservation and Renewable Energy, Mail Stop 5G-023, Forrestal Bldg, 1000 Independence Ave, SW, Washington, DC 20585; (202) 586-2207.

Thermal Insulating Materials for Pipes, Ducts, and Equipment Such as Boilers and Furnaces

[Standards for conformance]

Insulation—mineral fiber:	
Preformed pipe insulation	ASTM ¹ C547-77.
Blanket and felt insulation (industrial type)	ASTM C553-70 (1977).
Blanket insulation and blanket type pipe insulation (metal-mesh covered) (industrial type)	ASTM C592-80.
Block and board insulation	ASTM C612-83.
Spray applied fibrous insulation for elevated temperature	ASTM C720-89.

High-temperature fiber blanket insulation	ASTM C892–89.
Duct work insulation	Selected and applied according to ASTM C971–82.
Insulation—mineral cellular:	
Diatomaceous earth block and pipe insulation	ASTM C517–71 (1979)
Calcium silicate block and pipe insulation	ASTM C533–85 (1990).
Cellular glass insulation	ASTM C552–88.
Expanded perlite block and pipe insulation	ASTM C610–85.
Insulation—Organic Cellular:	
Preformed flexible elastomeric cellular insulation in sheet and tubular form	ASTM C534–88.
Unfaced preformed rigid cellular polyurethane insulation	ASTM C591–85.
Insulation skirting	Commercially available.

¹ASTM indicates American Society for Testing and Materials.

Fire Safety Requirements for Insulating Materials According to Insulation Use

[Standards for conformance]

Attic floor	Insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM ¹ C739–88.
Enclosed space	Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in ASTM C739–88.
Exposed interior walls and ceilings	Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84–89a).
Exterior envelope walls and roofs	Exterior envelope walls and roofs containing thermal insulations shall meet applicable local government building code requirements for the complete wall or roof assembly.
Pipes, ducts, and equipment	Insulation materials intended for use on pipes, ducts and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84–89a).

¹ASTM indicates American Society for Testing and Materials.

Caulks and sealants:

[Standards for conformance]

Caulks and sealants:	
Putty	FS ¹ TT-P-00791B, October 16, 1969 and Amendment 2, March 23, 1971.
Glazing compounds for metal sash	ASTM ² C669-75 (1989).
Oil and resin base caulks	ASTM C570-72 (1989).
Acrylic (solvent types) sealants	FS TT-S-00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Butyl rubber sealants	FS TT-S-001657, October 8, 1970.
Chlorosulfonated polyethylene sealants	FS TT-S-00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Latex sealing compounds	ASTM C834-76 (1986).
Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone)	ASTM C920-87.
Preformed gaskets and sealing materials	ASTM C509-84.

¹FS indicates Federal Specifications.

²ASTM indicates American Society for Testing and Materials.

Heat Exchangers

[Standards for conformance]

Heat exchangers, water-to-water and steam-to-water	ASME ¹ Boiler and Pressure Vessel Code, 1992, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Seventh Edition, 1988.
Heat exchangers with gas-fired appliances ²	Conformance to AGA ³ Requirements for Heat Reclaimer Devices for Use with Gas-Fired Appliances No. 1-80, June 1, 1980. AGA Laboratories Certification Seal.
Heat pump water heating heat recovery systems	Electrical components to be listed by UL. ⁴

¹ASME indicates American Society of Mechanical Engineers.

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

³AGA indicates American Gas Association.

⁴UL indicates Underwriters Laboratories.

Boiler/Furnace Control Systems

[Standards for conformance]

Automatic set back thermostats	Listed by UL. ¹ Conformance to NEMA ² DC 3–1989.
Line voltage or low voltage room thermostats	NEMA DC 3–1989.
Automatic gas ignition systems	ANSI ³ Z21.21–1987 and Z21.21a-1989. AGA ⁴ Laboratories Certification Seal.
Energy management systems	Listed by UL.
Hydronic boiler controls	Listed by UL.
Other burner controls	Listed by UL.

¹UL indicates Underwriters Laboratories.

²NEMA indicates National Electrical Manufacturers Association.

³ANSI indicates American National Standards Institute.

⁴AGA indicates American Gas Association.

Waste Heat Recovery Devices

[Standards for conformance]

Desuperheater/water heaters	ARI ¹ 470–1987.
Condensing heat exchangers	Commercially available components and in new heating furnace systems to manufacturers' specifications.
Condensing heat exchangers	Commercially available (Commercial, multi-story building, with teflon-lined tubes institutional) to manufacturers' specifications.
Energy recovery equipment	Energy Recovery Equipment and Systems Air-to-Air (1978) Sheet Metal and Air-Conditioning Vendors National Association (SMACNA). ²

¹ARI indicates Air Conditioning and Refrigeration Institute.

²SMACNA denotes Sheet Metal and Air Conditioning Vendors' National Association.

¹FS indicates Federal Specifications.

²ANSI indicates American National Standards Institute.

³NFPA indicates National Fire Prevention Association.

⁴UL indicates Underwriters Laboratories.

Replacement Furnaces, Boilers, and Wood Stoves

[Standards for conformance]

Chimneys, fireplaces, vents and solid fuel burning appliances	NFPA ¹ 211–1988.
Gas-fired furnaces	ANSI ² Z21.47–1987, Z21.47a–1988, and Z21.47b–1989. ANSI Z223.1–1988 (NFPA 54–1988).
Oil-fired furnaces	UL ³ 727, August 27, 1991 Revision and NFPA 31–1987.
Liquified petroleum gas storage	NFPA 58–1989.
Ventilation fans:	
Including electric attic, ceiling, and whole house fans	UL 507, August 23, 1990 Revision.

¹NFPA indicates National Fire Prevention Association.

²ANSI indicates American National Standards Institute.

³UL indicates Underwriters Laboratories.

Air Conditioners and Cooling Equipment

[Standards for conformance]

Air conditioners:	
Central air conditioners	ARI ¹ 210/240–1989.
Room size units	ANSI/AHAM ² RAC–1–1982.
Other cooling equipment:	
Including evaporative coolers, heat pumps and other equipment	UL ³ 1995, November 30, 1990. ⁴

¹ARI indicates Air Conditioning and Refrigeration Institute.

²AHAM/ANSI indicates American Home Appliance Manufacturers/American National Standards Institute.

³UL indicates Underwriters Laboratories.

⁴This standard is a general standard covering many different types of heating and cooling equipment.

APPENDIX B GENERAL CONDITIONS

1. Contract and Contract Conditions

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Vendor": A person, firm or corporation with whom the contract is made by CEDA. ("Sub-recipient")
- (b) "SubVendor": A person,
- (c) firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Vendor.
- (d) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Vendor and any Sub-Vendor.

5. Vendor's Title to Materials

No materials or supplies for the work shall be purchased by the Vendor or by any Sub-Vendor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Vendor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

6. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by CEDA. CEDA will pay for all laboratory inspection service direct and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

7. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufactures and vendors, which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of CEDA of equal substance and function. It shall not be purchased or installed by the Vendor without CEDA's written approval.

The Vendor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

9. Vendor's Obligations

The Vendor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of CEDA as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

10. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever CEDA shall direct, the Vendor will and will cause his Sub-Vendors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of CEDA, any work or materials shall have been damaged or injured by reason of failure on the part of the Vendor or any of his Sub-Vendors so to protect his work, such materials shall be removed and replaced at the expense of the Vendor.

11. Protection of Work and Property--Emergency

The Vendor shall at all times safely guard the property owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and adjacent property. He shall replace or make good any damage, loss or injury unless such be caused by the property owner or occupier of the property.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Vendor will be allowed to act, without previous instructions from CEDA in a diligent manner. He shall notify CEDA immediately thereafter.

Where the Vendor has not taken action but has notified CEDA of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by CEDA.

The amount of reimbursement claimed by the Vendor on account of an emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

In case of an emergency which threatens loss or injury of property; and/or safety of life and the Vendor is unavailable or otherwise unable or unwilling to act, CEDA may act and deduct the cost of the action from the amount due to the Vendor.

12. Extras

Without invalidation of the contract, CEDA may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the surety being first obtained where necessary or desirable. All the work of the kind proposal upon shall be paid for at the price stipulated in the proposal, and no claims for extra work or materials shall be allowed without prior approval by CEDA.

13. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of CEDA who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet this approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Vendor at his own expense. Rejected material shall immediately be removed from the site. If, in the option of CEDA, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Vendor hereunder shall be reduced by such amount as in the judgment of CEDA shall be equitable.

14. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order as approved by CEDA, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 (c) of the General Conditions, the Vendor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by CEDA access to accounts relating there to.

15. Right of CEDA to Terminate Contract

In the event that any of the provisions of the contract are violated by the Vendor, or by any of his sub-Vendors, CEDA may serve written notice upon the Vendor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Vendor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, CEDA shall immediately serve notice thereof upon the Surety and the Vendor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of mailing to such Surety of notice of termination, CEDA may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Vendor and the Vendor and his Surety shall be liable to CEDA for any excess cost occasioned CEDA hereby, and in such event CEDA may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore.

17. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the property owner and/or tenant, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Vendor of liability in respect to any express warranties or responsibility of faulty materials or workmanship. The Vendor shall remedy any defects in the work and pay for any damage to other work resulting from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. CEDA will give notice of observed defects with reasonable promptness.

18. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

19. Notice and Service Thereof

Any notice to any Vendor from CEDA relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, be certified or registered mail, to the said Vendor at his last given address, or delivered in person to the said Vendor or his authorized representative on the worksite.

20. Provisions Required by Law Deemed Inserted

Each and every provision of law and required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

39. Gifts to CEDA Staff and Board Members

The Vendor is strictly prohibited from giving or offering gifts or any form of compensation to CEDA staff and Board Members. Vendors found in violation of this condition will be released from the Weatherization Program.

**APPENDIX C
SUPPLEMENTAL GENERAL CONDITIONS**

The Vendor agrees to comply with the following Supplemental General Conditions:

Civil Rights Act of 1964

Under Title VI of the Civil Right Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties of this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Vendor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice in advising the

said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Vendor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-Vendor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Vendor will not subcontract with any sub-Vendor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-Vendor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Vendors and sub-Vendors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Equal Employment Opportunity: E.D. 11246

(1) The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Vendor will take affirmative action to insure that without regard to their race, color, creed, or national origin, such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer: recruitment or recruitment advertising: layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause.

(2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the Vendor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Vendor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law, whenever the contract amount exceeds \$10,000.

(7) The Vendor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Vendor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a Sub-Vendor or vendor as a result of such direction by the Department, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

Section 504 Handicapped (i.e., \$2,500 or Over)

Affirmative Action for Handicapped Workers

(a) The Vendor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Vendor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

(c) In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Vendor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of section 504 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Vendor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each sub-Vendor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

Tax Exempt Materials Purchasing CEDA reserves the right to modify this contract as needed to comply with the Department of Revenue's ruling on "Tax Exempt Materials Purchasing."

APPENDIX D APPEAL/PROTEST PROCEDURES

All agencies will develop and maintain written procedures to handle and resolve disputes/appeals relating to their procurements (See V.5, PROCUREMENT APPEAL PROCEDURES SAMPLE;) procedures must include names/job titles of appropriate agency points of contact for this dispute handling process. The local agency will, in all instances, disclose information regarding the protest to the awarding AGENCY (The Office of Energy Assistance) within five (5) working days of receipt of written protest. Unsuccessful bidders must be given five (5) working days from receipt of the notification letter to protest the decision orally or in writing. The agency may continue to make purchases from the selected bidder(s) pending the outcome of the protest. Such purchases will be no more than the amount of goods or services necessary to maintain program operations.

The appeal/protest process includes three levels of appeal: the informal conference, the state review, and the formal hearing.

Any unsuccessful bidder has a right to request an informal conference. The informal conference is designed to ensure that the bidder understands actions taken and the bidding process of the local agency.

Informal conferences are conducted by the local agency. The request for informal conference must be acted upon, either in writing or verbally.

- ❖ Be held in a place reasonably convenient to the bidder.
- ❖ Be conducted, if possible, by an agency staff member who was not involved in the original decision (the IHWAP Coordinator may also attend).
- ❖ Be held within 15 calendar days of the request.
- ❖ Afford the bidder an opportunity to bring an interpreter and/or representative.
- ❖ Afford the bidder an opportunity to present oral and/or written testimony on his/her behalf.

The agency will give the bidder a written statement at the end of the conference describing the results of the conference and citing the policy reasons for the decision. A copy of this report must be filed in the procurement bid-opening file.

At the time of the informal conference, the bidder must be given a "Request for State Review" form that is to be completed by the applicant and sent to the Department within 15 calendar days of the date of the informal conference. The agency staff person conducting the informal conference must present and explain this form to the bidder.

If the bidder requests a state review, the Department will review the bidder's file and the informal conference report. The request is considered made the day the request is received by the Department (per the date stamp on the correspondence). A written decision will be made.

The Department will notify the agency that a request for state review has been filed. The agency must, within five (5) days of the request for state review, provide both the Department and the appealing party with a full copy of the proposal file (updated to include the informal conference cover sheet and hearing report).

A state reviewing officer will review the file to determine if the proposal process was in order, if the bidder was notified within the proper time frame, if the bidder was properly notified of the right to appeal, if the informal conference was properly conducted, and if the informal conference decision was correct. This determination will be made, and a letter sent to the bidder and the agency within 15 days of the request for state review.

If not satisfied with the results of the state review, the bidder may request a formal hearing within 15 calendar days of the date of the state review letter by sending a written request to the Department. The Department will notify the agency that the request has been made by the bidder.

Within 10 working days of the receipt of the bidder's request for a formal hearing, The Department will telephone the bidder (or send a letter if the bidder cannot be contacted by phone) and the agency to set the date, time, and location for the formal hearing. A follow-up letter will be sent to the bidder 10 days before the hearing asking the bidder to contact the Department toll-free energy hotline to confirm the appointment. The formal hearing shall be held within 30 days of the bidder's request for a hearing.

A State Hearing Officer will conduct the formal hearing. The Hearing Officer must ensure that the following procedures are followed:

- ❖ The formal hearing is tape-recorded.
- ❖ The testimony of the formal hearing summarizes the actions of the case to date, the bidder's reason for appeal, and the agency Appeals Officer's explanation of the decision that the agency made.
- ❖ The Hearing Officer will explain that the purpose of the hearing is to determine if the policies were fairly applied to the bidder's case. Challenges to federal or state policy are not pertinent to the administrative hearing and will not be considered by the Appeals Review Board. Challenges to the underlying policy must be brought in court and the bidder should be referred to legal assistance offices.
- ❖ The Hearing Officer will limit presentations to relevant and material facts and policy; explain the purpose and procedure to be followed; the manner in which the decision will be rendered; develop the facts relevant to the issues; clearly identify the policy provision relied on; assist the bidder in presenting their version of the case; enable the agency Appeals Officer to present the case and policy supporting the action of the agency; permit cross-examination by the participants; respect the rights and dignity of all participants to the hearing; and summarize the points developed.
- ❖ The formal hearing information is transmitted to the Appeals Review Board, which will make the decision based upon the record. The bidder is notified within 10 working days of the formal hearing of the decision, the reasons for the decision, and, if denied, of their right to seek review in court.

The hearing will be held in a private room that is completely separated from any other agency business. The hearing is held in private to assure confidentiality for the bidder. The State Hearing Officer shall ensure that the case is not discussed prior to the opening of the hearing.

The hearing will be tape-recorded and will follow the format of the formal hearing script. The State Hearing Officer will operate a tape recorder as well as provide all necessary tapes. The equipment will be tested prior to the hearing and the recorder started before any discussion takes place.

To open the hearing, the State Hearing Officer will announce the who, what, when, where, and why of the session and note the names and titles of all persons present.

The State Hearing Officer will then note their role in the hearing and will state the purpose of the hearing.

At this point, all persons who will be making a statement should be sworn in as witnesses. (If the bidder has an attorney or representative, the attorney or representative is not sworn in.)

Next, the bidder and/or their representative will be given the opportunity to present the bidder's reasons for appeal. The bidder may present new evidence. If it is written evidence, the State Hearing Officer will explain the contents of the document for all parties to the formal hearing. The Hearing Officer or agency representative may question the bidder or the bidder's witnesses.

After the bidder has presented his/her case and the witnesses have answered any questions, the agency Appeals Officer, IHW AP Coordinator, and/or any agency witnesses who have personal knowledge of the case will be given the opportunity to present their agency's position. The bidder and/or the bidder's representative may question the agency's witnesses.

The State Hearing Officer may question any witness, when necessary, to fully develop the facts of the case.

Should any questions be asked that challenge state or federal policy, the Hearing Officer will reply, "The purpose of this hearing is to determine whether the policies were fairly applied to your case. If you wish to challenge the policies themselves, such a challenge is not appropriate to this administrative hearing. A challenge to the policies must be brought in court." The Hearing Officer will not answer questions when answers cannot be quoted from the IHW AP Procurement Manual.

To close the hearing, the State Hearing Officer will note that the State Appeals Review Board will review all documents and testimony and reach a decision that will be shared in writing with all parties within 10 calendar days of the formal hearing.

The State Hearing Officer will present the tape and case file to the Appeals Review Board at The Department. The Appeals Review Board is a three-person board consisting of:

1. A State Hearing Officer
2. Two of the following, or their designee:
 - a. Manager, Office of Energy Assistance
 - b. Assistant Manager, Office of Energy Assistance
 - c. Chief, Office of Energy Assistance
 - d. Assistant Chief, Office of energy Assistance
 - e. Manager, Support Services
 - f. Grants Management Supervisor

The Appeals Review Board will make a decision based on the testimony and documents provided at the formal hearing. The decision will be final, and any further recourse will have to be appealed through the courts.

After a decision is made by the Appeals Review Board, both the bidder and the agency will be notified in writing by the Department within 10 working days of the formal hearing. If the original procurement decision is upheld, a letter will be sent to the bidder, with a copy to the agency. If the agency's decision is overturned by the Appeals Review Board, a letter explaining the decision will be sent to the bidder and the agency explaining the error(s) made and the reason(s) for the decision rendered by the Appeals Review Board. A copy of the notification letter will be placed in the proposal file.