



Grant Agreement with

Snohomish County
Department of Conservation & Natural Resources

through

Weatherization Unit
State Home Energy Assistance Program-Weatherization (HEAP-Wx)
Energy Division

For

Program funds from the Climate Commitment Act to provide low-income households with adequate heating & cooling systems

Start date: July 1, 2024

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FACE SHEET

Grant Number: S24-32610-422

Washington State Department of Commerce
 Energy Division
 Weatherization Programs
 State Home Energy Assistance Program-Weatherization (HEAP-Wx)

1. Grantee Snohomish County 3000 Rockefeller Avenue, MS 303 Everett, WA 98201		2. Grantee Doing Business As (Optional) Snohomish County Department of Conservation & Natural Resources	
3. Grantee Representative Matthew Bell Program Manager Phone: (425) 388-7257 Email: matthew.bell@snoco.org		4. Commerce Representative Maria Allen-Irons Wx+H Program Manager Phone: (360) 485-2460 Email: maria.allenirons@commerce.wa.gov	
5. Grant Amount \$1,156,796	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 07/01/2024	8. End Date 06/30/2025
9. Federal Agency N/A		CFDA Number: N/A	
10. Tax ID # 91-6001368	11. SWV # SWV0002794-AC	12. UBI # 313014461	13. UEI # LG8NG8JNJD83
14. Grant Purpose Provide program funds from the Climate Commitment Act to provide low-income households with adequate heating & cooling systems COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents attached or incorporated by reference: Terms and Conditions, Attachment A - Scope of Work, Attachment B – Budget, and Attachment C – HEAP-Wx Guidelines.			
FOR GRANTEE <div style="font-size: 2em; font-weight: bold;">Harper, Lacey</div> Digitally signed by Harper, Lacey Date: 2024.11.13 08:37:02 -08'00' _____ Authorized Signature _____ Name _____ Executive Director Title _____ Date		FOR COMMERCE DocuSigned by: <div style="font-family: cursive; font-size: 1.2em;">Michael Furze</div> _____ Michael Furze, Assistant Director Energy Division 11/22/2024 1:38 PM PST _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	
COUNCIL USE ONLY Approved <u>11/12/2024</u>			
ECAF # <u>2024-2630</u> MOT/ORD <u>Motion 24-429</u>			

**SPECIAL TERMS AND CONDITIONS
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1. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Grant is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The State Home Energy Assistance Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contract Management System.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include Grant Number S24-32610-422. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 15th of the month following the provision of services.

Final invoices for a state fiscal year will be due sooner than the 15th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

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Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the budget provided for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

4. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

5. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The

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Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of Subgrants.

Cyber Liability Insurance: The Grantee shall maintain Cyber Liability Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

COUNTY GRANTEES ONLY. Self-Insured/Liability Pool or Self-Insured Risk Management Program. With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally

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Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) The Washington State Auditor's annual instructions for financial reporting. Grantee participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

7. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the project funded by this Grant, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

8. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by Grantees/Subgrantees and the portion of Grant funds expended for work performed by Grantees/Subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Grantees/Subgrantees. "Grantees/Subgrantees s" shall mean contractors of any tier.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – HEAP-Wx Guidelines

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Commerce" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of services under a separate contract with the Grantee. The terms "Subgrantee" and "Subcontractor" mean Subgrantee/Subcontractors(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

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5. AMENDMENTS

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the

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Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any contractor or its employees.

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The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any Grantee's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION, AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Grant, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee,

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including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Grant shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

- B. Obligation to Cooperate.** Grantee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Grant pursuant to RCW 49.60.530(3).
- C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Grant, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Grant in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Grant termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Grant is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to Grantee or subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**GENERAL TERMS AND CONDITIONS
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27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agency or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only Subgrant/Subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves Subgranting/Subcontracting, the Grantee shall maintain written procedures related to Subgranting, as well as copies of all Subgrant/Subcontract and records related to Subgrants/Subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its Subgranting/Subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from Subgranting/Subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a Subgrant/Subcontract.

Every Subgrant/Subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a Subgrant/Subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every Subgrant/Subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the Subgrant/Subcontract.

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33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection

**GENERAL TERMS AND CONDITIONS
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and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

**GENERAL TERMS AND CONDITIONS
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- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination, or cancellation of this Grant.
- E.** All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Contractor(s)/subcontractor(s).

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

SCOPE OF WORK

The Grantee shall provide program administration and delivery of heating/cooling system replacements to qualified low-income homes, which may include but is not limited to performance of the following duties:

A. Program – Overview

Perform all tasks and duties per the terms and conditions of this Grant.

B. Program Administration – Financial Management

1. Maintain accounting records of expenses including, but not limited to, itemized invoices, photos of installed units, installation completion forms, and administrative staff costs.
2. Grantee shall invoice Commerce for reimbursement of Program Administrative and Direct Services by the 15th of the month following the installment of the replacement heating/cooling system.
3. If the Grantee does not expend all HEAP-Wx funds by the end of the Grant period COMMERCE may retain the unexpended funds.

C. Program Operations – Heating/Cooling System Installations

1. Grantee shall perform an assessment of existing heating/cooling systems in pre-qualified eligible households and provide installation of a new electrical unit in accordance with the HEAP-Wx Guidelines.
2. The grantee shall **only** perform assessments and install energy-efficient heating/cooling systems with eligible clients referred or approved by the HEAP-EA program.
3. The grantee shall perform a final inspection of the completed installation, verifying all invoiced costs associated with replacement, compliance with local codes, and client education on the new unit's operations and maintenance.
4. Maintain accurate and complete records associated with administrative and programmatic support costs, installation costs, electrical panel upgrade costs, fuel-switch costs, and unit costs in accordance with the HEAP-Wx Guidelines.
5. Maintain accurate and complete records for reporting in the HEAP-EA database and in the CMS system as backup documentation using the HEAP-EA Report 214: Outreach for Weatherization.

BUDGET

Grantee's signature on the Face Sheet confirms commitment to expend all funds no later than the Grant End Date. If uncertain of the ability to expend all funds, the Grantee Representative must contact the COMMERCE Representative by email no later than three months prior to the Grant End Date.

	Amount
Administration <i>(max 10% of Total Budget)</i>	\$115,680
Program Operations:	
Program Support <i>(max 35% of Program Operations)</i>	\$364,391
Direct Services	\$676,725
TOTAL BUDGET	\$1,156,796



State Home Energy Assistance Program-Weatherization (HEAP-Wx)

Wx HEATING AND COOLING SYSTEM REPLACEMENT PROGRAM

Introduction:

The state Home Energy Assistance Program-Weatherization (HEAP-Wx) is administered by the Washington State Department of Commerce's Weatherization Unit within the Energy Division. In accordance with Senate Bill 5187 of the 2023 legislative session, households that qualify for the HEAP-EA program, "each household accessing energy bill assistance must be offered an energy assessment that includes determining the household's need for clean cooling and heating system upgrades that improve safety and efficiency while meeting Washington's climate goals. If beneficial, households may be offered grant funding to cover the replacement of inefficient, outdated, or unsafe home heating and cooling with more energy-efficient electric heating and cooling technologies, such as heat pumps."

Households that qualify for bill assistance through Home Energy Assistance Program-Energy Assistance (HEAP-EA) and have pre-qualified for HEAP-Wx, will be referred to Local Agencies that administer weatherization programs.

The Local Agency will receive the referral list from the local HEAP-EA office and contact the client for the home energy assessment to determine the need for heating and cooling system replacement.

Low-income households that qualify for HEAP-Wx, may also be eligible for additional weatherization assistance through federal and state contracts at the Local Agency.

Policy 5.0 Client Eligibility

Clients will be approved and referred by the HEAP-EA program. *(See Policy 1.0.0-1.5.2 of the HEAP-EA Policy and Procedures Manual)*

1. To qualify for assistance, a household must earn at or below 80% of the Area Median Income and live in a community with high environmental health disparities.
2. Client eligibility for the HEAP-Wx program will be determined by HEAP-EA income eligibility requirements and the completion of the HEAP-EA Referral Questionnaire.
3. The client may be eligible to receive a replacement of inefficient, outdated, or unsafe home heating and cooling systems with more energy-efficient electric heating and cooling technologies, such as heat pumps.
4. The Referral Questionnaire consists of 3 questions to determine if there is a need for an energy assessment in the clients' home. The questions are as follows:
 - a. What type of heat source do you have in your home?
 - b. Does the heat source adequately heat the entire home?



State Home Energy Assistance Program-Weatherization (HEAP-Wx) Wx HEATING AND COOLING SYSTEM REPLACEMENT PROGRAM

c. Is your heating source more than five (5) years old?

Policy 5.1 Administration

The Local Agency shall abide by all policies and procedures set forth in State HEAP-EA Policy Manual and State HEAP-Wx Policy Manual.

Policy 5.2 Referrals

Local Agencies will work in partnership with their local LIHEAP Energy Assistance office to obtain the referral list for the HEAP-Wx program. HEAP-EA contact information is listed below to assist with any communication needs.

1. The referral list is titled Report 814: Outreach for Weatherization.
2. Local Agencies will obtain the referral list from the local Energy Assistance office.
3. Agencies shall prioritize clients by their Certification Date, oldest to newest.
4. Weatherization households can be referred to the local HEAP-EA office for eligibility determination.
5. Only households that have been referred and approved through the HEAP-EA bill assistance program are eligible to receive HEAP-Wx funded replacements. All ineligible households will be considered a disallowed cost.

HEAP-EA Contact Information:

HEAP Main Phone: (360) 725-2857

HEAP e-mail: liheap@commerce.wa.gov

HEAP Web Page: [Washington State Low Income Home Energy Assistance Program \(HEAP\)](#)

Policy 5.3 Contract Funding Allocation

The Weatherization Unit of the Department of Commerce will administer the HEAP-Wx contract. HEAP-Wx allocations were formulated through population data and environmental health disparities mapping tools.



State Home Energy Assistance Program-Weatherization (HEAP-Wx) Wx HEATING AND COOLING SYSTEM REPLACEMENT PROGRAM

HEAP-Wx grant funds will be allocated per the below budget line items:

- Administration is capped at 10% of total grant.
- Program Support is capped at 35% of Program Operations.
- Direct Services (all repair and installation measures and associated costs) 65% Program Operations.
- No more than 60% of funds may be used to target multifamily residential buildings.

Policy 5.4 Determining Scope of Work

The Local Agency will conduct a home site visit to determine whether the client's heating and cooling system needs repair or replacement.

1. A BPI-certified energy auditor will complete an energy assessment of the existing heating/cooling system to determine qualification based on one or more of the following factors:
 - a. The existing unit is inefficient
 - b. The existing unit is outdated (5 years or older)
 - c. The existing unit is unsafe
2. Building the Scope of Work
 - i. The Local Agency will determine the Scope of Work and assign an in-house HVAC crew or HVAC contractor/subcontractor to replace the existing unit.
 - ii. The energy auditor should keep all change orders to the Scope of Work in the client file.
 - iii. Upon completion of the replacement, an itemized invoice must be provided to the Local Agency for billing purposes.
3. There is no cost cap for replacing the existing heating/cooling system. All replacements must be more energy efficient and support Washington's decarbonization goals. All local codes and regulations must be followed.
4. Energy panel upgrades are an allowable expense if necessary for the installation of the replacement system.
5. Cadet/Convection heaters may be added as allowable expenses when conditions require.
6. When an existing unit is not electric and the home would benefit from replacing it with an electrical heating/cooling unit, it is up to the agency to determine whether to:



State Home Energy Assistance Program-Weatherization (HEAP-Wx)

Wx HEATING AND COOLING SYSTEM REPLACEMENT PROGRAM

- a. Install an electric heating/cooling system and leave the existing system as a back-up;
- b. Perform a fuel-switch using HEAP-Wx funding; or
- c. Leverage fuel-switch funds from the state Wx+Health program to complete fuel-switch.
 - i. Fuel-Switch through Wx+Health requires agencies to follow the Wx Policy Manual *Section 6.9.1.2 Tier 2 – Provisional State Wx+H Fuel Switch Measures*.
- a. The replacement of the existing unit with an electrical unit must be of higher efficiency than existing unit.
- b. The replacement to an electrical unit must not create additional operating expenses to the client. Fuel-switch must be more economical and efficient to the client.

Policy 5.5 Prevailing Wage

Any HEAP-Wx services that require the work of laborers are held to the State of Washington's Prevailing Wage Law. An intent and affidavit must be filed with the Department of Labor & Industries (L&I) before any payment may be issued for work performed by laborers. If you would like information about the Prevailing Wage Law and its requirements, you may access L&I's Prevailing Wage Law Booklet at <http://www.lni.wa.gov/forms-publications/f700-032-000.pdf>. L&I's Prevailing Wage Law website also provides a great deal of information at, <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-policies>. If you have questions about how to apply Prevailing Wage Law, please contact the Prevailing Wage Program at 1 (855) 545-8163 or email at pw1@lni.wa.gov.

Policy 5.6 Heating and Cooling System Replacement Requirements

1. All replacements must meet the current Energy Star recommended standard.
2. System replacement must be properly sized for the home's current conditions. For requirements, *see Weatherization Policy Manual Section 5.5.1 Air Conditions and Heating Systems*.

Policy 5.7 New Ductless Heat Pump (DHP) Specifications and Equipment Requirements

See Weatherization Policy Manual Section Specifications 12.1 Ductless Heat Pumps (DHP)



State Home Energy Assistance Program-Weatherization (HEAP-Wx)

Wx HEATING AND COOLING SYSTEM REPLACEMENT PROGRAM

Policy 5.8 Project Completion

Upon project completion, the Local Agency must complete a final inspection. Final inspection must include verification of replacement system and completion of the Installation Completion Form. ([Exhibit A](#))

Policy 5.9 Client Education

Local Agency staff or the HVAC technician must educate clients regarding the maintenance and operation of any new installation upon completion.

Policy 5.10 Billing

Monthly invoicing is required through the Commerce Contract Management System (CMS). All invoices (A-19s) must be entered into CMS for reimbursement by the 15th of the following month after installation.

Reimbursements for completed work will not be approved for payment without the following documentation submitted in CMS:

- Copy of completed HEAP-EA [Report 214: Outreach for Wx](#)
- Photo of installed unit
- Itemized invoice
- Installation Completion Form ([Exhibit A](#)) signed by the client and final inspector or other qualified Local Agency staff

Policy 5.11 Reporting Requirements - Energy Assistance Program

Local agencies are required to record all completed projects in the [814: Outreach for Weatherization](#) Excel report that is used for referrals. There are 2 columns to populate:

1. Work performed (repair, replacement, DHP, etc.)
2. Total cost of repair/replacement

Agencies will submit completed report to Commerce EA staff monthly for uploading into the HEAP-EA data system.

Policy 5.12 Additional Weatherization Measures

The client may be eligible for additional weatherization services (state, federal, or a combination of both) after HEAP-Wx heating and cooling system installation.



State Home Energy Assistance Program-Weatherization (HEAP-Wx) Wx HEATING AND COOLING SYSTEM REPLACEMENT PROGRAM

INSTALLATION COMPLETION FORM (Exhibit A)

Client Name: _____

Client Address: _____

Type of Unit Installed: _____

Installation by Contractor or Crew (*please specify*): _____

Final Inspection completed by: _____

I have received a replacement heating/cooling system through the HEAP-Wx Program of the Washington State Department of Commerce.

Client Initial: _____

I have received instructions on how to maintain and properly use my heating and cooling system.

Client Initial: _____

Client Signature

Date

Inspector Signature






Date



**FUND OBLIGATION, DE-OBLIGATION, CONTRACT APPROVAL
ROUTING SLIP**

ENERGY DIVISION | WEATHERIZATION UNIT

FOR COMMERCE USE ONLY

REVIEWED BY	I VERIFY THAT:	INITIALS
<p>PROGRAM MANAGER <i>Commerce Specialist 3</i></p>	<ul style="list-style-type: none"> Any and all changes made are within my delegated authority and responsibilities DocuSign or Amendment form has been added to CMS and both match (include dollar amount and start/end dates) Fund source reviewed and contract amount approved If applicable, formula fund allocation spreadsheet emailed to appropriate staff, included with obligation memo <i>If routing a Fund Obligation Memo</i>, draft memo reviewed and approved by leadership prior to routing final memo in DocuSign for AD approval <i>If routing Contracts</i>, associated Fund Obligation Memo approved prior to routing contract or amendment. 	
<p>TEAM SUPERVISOR <i>Commerce Specialist 5</i></p>	<ul style="list-style-type: none"> Any and all changes made are within my delegated authority and responsibilities Fund source, contract terms, scope of work reviewed and approved 	
<p>BUDGET STAFF</p>	<ul style="list-style-type: none"> Any and all changes made are within my delegated authority and responsibilities Reviewed allotment authority and coding Appropriate award paperwork in place, if applicable Reviewed contract/amendment entry in CMS 	
<p>SECTION SUPERVISOR <i>WMS 2</i></p>	<ul style="list-style-type: none"> Any and all changes made are within my delegated authority and responsibilities Contract terms, scope of work reviewed and approved 	
<p>MANAGING DIRECTOR <i>Alternate: Assistant Managing Director on behalf of MD</i></p>	<ul style="list-style-type: none"> Any and all changes made are within my delegated authority and responsibilities Final review before appointing authority signature 	
<p>ASSISTANT DIRECTOR cc: Admin Assistant <i>Alternate: Deputy Assistant Director on behalf of AD</i></p>	<ul style="list-style-type: none"> Contract, amendment, or memo approved and signed by Appointing Authority 	<p>Signed on attached document</p>

Certificate Of Completion

Envelope Id: 9BB8328C65CF4E47ACDB10E5BBB7C990

Status: Completed

Subject: HEAP-Wx Contract S24-32610-422

Division:

Energy

Program: HEAP-Wx

ContractNumber: S24-32610-422

DocumentType: Contract

Source Envelope:

Document Pages: 28

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 5

Tanya Eberly

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

tanya.eberly@commerce.wa.gov

IP Address: 198.239.106.160

Record Tracking

Status: Original

Holder: Tanya Eberly

Location: DocuSign

11/13/2024 2:55:37 PM

tanya.eberly@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Signature

Timestamp

Maria Allen-Irons



Sent: 11/13/2024 3:00:05 PM

maria.allenirons@commerce.wa.gov

Viewed: 11/13/2024 3:10:56 PM

Security Level: Email, Account Authentication (None)

Signed: 11/13/2024 3:11:03 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.29.62

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laura Viik



Sent: 11/13/2024 3:11:04 PM

laura.viik@commerce.wa.gov

Viewed: 11/13/2024 3:15:00 PM

Security Level: Email, Account Authentication (None), Login with SSO

Signed: 11/13/2024 3:19:26 PM

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.149.187

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dan Nguyen



Sent: 11/13/2024 3:19:27 PM

dan.nguyen@commerce.wa.gov

Viewed: 11/13/2024 4:50:29 PM

Signing Group: COM Energy Budget Office

Signed: 11/13/2024 4:52:00 PM


Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.8.176

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Jennifer Lewis jennifer.lewis@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.233	<p>Sent: 11/13/2024 4:52:01 PM Viewed: 11/16/2024 9:25:42 PM Signed: 11/16/2024 9:27:30 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Allen Carbert
allen.carbert@commerce.wa.gov
Federal Programs Supervisor
Security Level: Email, Account Authentication (None)

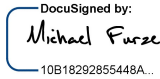


Signature Adoption: Pre-selected Style
Using IP Address: 198.239.10.141

Sent: 11/16/2024 9:27:32 PM
Viewed: 11/20/2024 9:15:51 AM
Signed: 11/22/2024 7:18:36 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign


Michael Furze
michael.furze@commerce.wa.gov
Assistant Director, Energy Division
Security Level: Email, Account Authentication (None), Login with SSO



Signature Adoption: Pre-selected Style
Using IP Address: 24.18.107.39

Sent: 11/22/2024 7:18:37 AM
Viewed: 11/22/2024 1:38:28 PM
Signed: 11/22/2024 1:38:36 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Danielle Saguil danielle.saguil@commerce.wa.gov Administrative Assistant 3 Security Level: Email, Account Authentication (None)</p>		<p>Sent: 11/22/2024 1:38:38 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/13/2024 3:00:05 PM
Certified Delivered	Security Checked	11/22/2024 1:38:28 PM
Signing Complete	Security Checked	11/22/2024 1:38:36 PM
Completed	Security Checked	11/22/2024 1:38:38 PM

Payment Events

Status

Timestamps