



Department of Commerce

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

REQUEST FOR PROPOSALS (RFP)

RFP NO. RFPHIP-001

NOTE: *If you download this RFP from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE: Low-Income Weatherization

PROPOSAL DUE DATE: January 18 2019 – 5:00PM, Pacific Standard Time, Olympia, Washington, USA.

ESTIMATED TIME PERIOD FOR CONTRACT: April 1, 2019 – September 30, 2019

The Agency reserves the right to extend the contract at the sole discretion of the Agency.

APPLICANT ELIGIBILITY: This procurement is open to those applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Applicants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Service Contract with General Terms and Conditions

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to administer a Low-Income Weatherization (WX) Program in Washington for the following territories:

1. Klickitat County
2. Skamania County

The State of Washington, through the Washington State Department of Commerce (COM), Housing Improvements and Preservation (HIP) Unit, intends to use the results of this Request for Proposal (RFP) to select a qualified grantee(s) to provide weatherization services. Grantee(s) will be selected through the process dictated by state and federal laws and procurement practices, and must be a Washington-based local public or private non-profit agency, Community Action Agency, or unit of local government. The purpose of the weatherization program is to:

- Increase energy efficiency of dwellings owned or occupied by low-income persons, (especially low-income persons who meet one of the following: elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden);
- Reduce household energy expenditures: and
- Address identified health and safety concerns within the scope of the program.

During the 2019 contract period (July 1, 2018 - June 30, 2019), approximately \$24 million in funding was available and 2,000 units are expected to be weatherized in the State of Washington.

Funding for Program Year (PY) 2019 (April 1, 2019 - September 30, 2020) will be allocated by county based on a formula allocation plan that takes into account eligible population and heating and cooling degree days as designated by Commerce. The following chart offers information on funding and production estimated for PY 2020 that can be used for reference when writing this proposal. Klickitat and Skamania Counties have historically been served as one region, the chart below reflects this:

County	BPA	Match Maker	LIHEAP	DOE	Sum of BPA, MM, DOE & LIHEAP	Sum of UNITS
Klickitat		\$30,879.00	\$16,322.00			\$47,201
Skamania		\$13,867.00	\$7,330.00			\$21,197.00

COMMERCE intends to award *one/multiple* contract(s) to provide the services described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

COMMERCE is soliciting Applications from which to select provider(s) of weatherization services to low-income households located in the above-referenced territories in Washington. Said services will be performed in accordance with the regulations set forth by the U.S. Department of Energy (DOE) in 10 CFR 440 and the Uniform Administrative Guidance as outlined in 2 CFR 200, and in accordance with the provisions and procedures contained in the Washington State Weatherization Policy and Procedures Manual and the Standard Work Specifications (SWS).

COMMERCE intends to select a qualified provider(s) to enter into an initial grant agreement for Program Year 2019. The contract period for the chosen qualified provider(s) will be from April 1, 2019 to September 31, 2019. Additional grant agreements may follow contingent upon grantee performance

Annual funding for the State of Washington Weatherization (WX) Program is derived from four separate funding sources: U.S. Department of Energy (DOE) and U.S. Department of Health and Human Services (HHS), Bonneville Power Administration (BPA) and Washington State's Matchmaker (MM) Program. Budget allocations are made per county using a formula allocation method and are subject to change. Total allocation(s) will be made based on actual grant amount for PY 2020. Grant agreements signed by grantees will reflect actual funding and scope of work. COMMERCE reserves the right to further negotiate the terms and conditions of the grant with the selected provider(s).

The provision of weatherization services includes all aspects of managing and implementing the WX Program. The selected grantee(s) shall be responsible for client intake and eligibility determinations, determining the weatherization and health and safety needs of each unit, conducting valid energy audits, installation of weatherization measures, conducting quality control final inspections, and fulfilling all necessary reporting requirements. In addition, the initial inspection/energy audit and final inspection must not be completed by the same staff person, although there is a waiver process available for providers that are unable to comply with this separation requirement. Final inspections must be completed by a Home Energy Performance Quality Control Inspector. Proposals should allow for this separation of duties and must show proof that final inspectors meet this credential.

Services provided under the weatherization program include but are not limited to insulation of attics, walls, and floors; heating system tune-up, repair, or replacement; water heater repair or replacement; air sealing; mechanical ventilation; and other repairs necessary to address identified health and safety concerns, as allowable.

Organizations providing Low-Income Weatherization must maintain a good working relationship with local utilities providing service in the area being served. Partners for the territory served by this RFP include Northwest Natural Gas and Avista. Additionally, organizations will work collaboratively with the Energy Project to further program goals and leverage state and federal dollars as a result of those relationships.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that provider will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- Must be a local public or private non-profit agency, Community Action Agency, or unit of local government based in Washington or a neighboring state.
- Experience with providing weatherization services to low-income households.

1.4 FUNDING

Proposals in excess of funding allocations listed in table in section 1.1 totaling **\$68,398.00** will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about April 1, 2019 and to end on September 31, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the contract for two one-year periods.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor: The applicant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Applicant: Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

Contractor: Individual or company whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

COMMERCE: The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

DOE: U.S. Department of Energy

HHS: U.S. Department of Health and Human Services

LIHEAP: Low Income Home Energy Assistance Program

Local Utility: Electric and Natural Gas utilities that provide service within the counties where Low-Income Weatherization Program is being delivered.

Proposal: A formal offer submitted in response to this solicitation.

Proposer: Individual or company that submits a proposal in order to attain a contract with COMMERCE.

Request for Proposals (RFP): Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the applicant community to suggest various approaches to meet the need at a given price.

1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR APPLICANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Applicant and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Britt Pomush
E-Mail Address	britt.pomush@commerce.wa.gov
Mailing Address	PO Box 42525 Olympia, WA 98504-2525
Physical Address for Delivery	1011 Plum St SE Olympia WA 98504
Phone Number	360-338-8467

Any other communication will be considered unofficial and non-binding on COMMERCE. Applicants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Applicant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	December 5 th 2018
Question & answer period	December 5-17 th 2018
Issue answers to bidder questions	December 20 th 2018
Proposals due	January 18 th 2019
Evaluate proposals	January 21 st -30 th 2019
Public Hearing	March 15 th 2019
Conduct oral interviews with finalists, if required	As needed
Announce "Apparent Successful Contractor" and send notification via e-mail to unsuccessful proposers	March 16 th 2019
Hold debriefing conferences (if requested)	As needed
Negotiate contract	March 17 th -24 th 2019
Begin contract work	April 1 st 2019

COMMERCE reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Applicant that has received a copy of the RFP or made the RFP Coordinator aware of its interest in this procurement.

2.4 SUBMISSION OF PROPOSALS

HARD COPY PROPOSALS:

Hard copy proposals will not be accepted for this RFP.

ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than **5:00PM**, Pacific Standard Time or Pacific Daylight Time, in Olympia, Washington, on **January 18, 2019**.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicant to the offer. COMMERCE does not assume responsibility for problems with Applicant's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Applicants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE e-mail is found to be at fault. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," COMMERCE will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested

information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. Such addenda will also be published on an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

If you downloaded this RFP from the Agency website located at www.commerce.wa.gov, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

COMMERCE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 DIVERSE BUSINESS INCLUSION PLAN

Responders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

2.9 COMPLAINT PROCESS

Vendors may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;

- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP Coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process

2.10 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

COMMERCE also reserves the right at its sole discretion to waive minor administrative irregularities.

2.11 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Applicant can propose. There will be no best and final offer procedure. COMMERCE does reserve the right to contact an Applicant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Applicant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.12 CONTRACT GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit C. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.14 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.15 REJECTION OF PROPOSALS

COMMERCE reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.16 COMMITMENT OF FUNDS

The Director of COMMERCE or his delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.18 INSURANCE COVERAGE

The Contractor is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit C.

3. PROPOSAL CONTENTS

HARD COPY:

Hard copy proposals will not be accepted for this RFP.

ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal
5. Diverse Business Inclusion Plan (Exhibit B to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Applicant in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person or governing board authorized to legally bind the Applicant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Applicant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Applicant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Applicant does not have a UBI number, the Applicant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. A copy of the most recent IRS tax filing or Single Audit to demonstrate the Applicant has experience in assisting low-income persons in the area to be served
6. A list of all low-income programs currently administered
7. Location of the facility from which the Applicant would operate.
8. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant's organization. If, following a review of this information, it is determined by

COMMERCE that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology:** Include a complete description of the Applicant's proposed approach and methodology for providing weatherization services. This section should convey Applicant's understanding of the proposed scope of work.
- B. Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Applicant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COMMERCE staff. The Applicant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts/outcomes the Applicants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- E. Risks:** The Applicant must identify potential risks that are considered significant to the success of the project. Include how the Applicant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

- 1. Project Team Structure/Internal Controls:** Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an estimate of Full Time Equivalent that will be working under the grant. Provide an organizational chart of your agency indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. Staff Qualifications/Experience:** Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. If new to this field of work provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Address any needed training for any and all staff. The Applicant must commit that staff identified in its proposal will actually

perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

3. **Service Provision:** Describe current physical locations for service provision in the area to be served, include addresses. If there are no current locations for this work describe the approach the agency will take to ensure that local clients can access services in their region. Describe the intake process including assurance that territories in this RFP will be served equitably. Describe current or planned work with local utilities providing services in the area being served.
4. **Demonstrated Performance:** Describe use of Weatherization Information Data Systems (WIDS) in regular work. If applicable include how many of program year 18 (July 1, 2017-June 30, 2018) monthly WX Financial Reimbursement A-19 were submitted via CMS and if and how many were late. Include whether or not agency expended all WX allocated funds according to initially approved grant in Program Years 17 and 18. Describe any findings received as a result of monitoring visits.

B. Experience of the Applicant (SCORED)

1. Indicate the experience the Applicant and any subcontractors have in the following areas:
 - a. Grant management
 - b. Weatherization
 - i) TREAT
 - c. Working with local utilities
 - d. Home repair loans
 - e. Lead safe practices/remediation etc.
2. Indicate other relevant experience that indicates the qualifications of the Applicant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Applicant has had during the last five years that relate to the Applicant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information (MANDATORY)

1. If the Applicant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Applicant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past

experience. If no such termination for default has been experienced by the Applicant in the past five years, so indicate.

D. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Applicant and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE'S discretion, contact references. COMMERCE may evaluate references at COMMERCE'S discretion.

E. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

3.4. COST PROPOSAL

The maximum fee for this contract must be **\$68,398.00** or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Applicant of least cost, but rather to the Applicant whose proposal best meets the requirements of this RFP. However, Applicants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Applicant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Applicants are required to collect and pay Washington state sales and use taxes, as applicable. Note: Local Agencies (LA) and their Weatherization (Wx) contractors qualify for the Department of Revenue (DOR) Wx tax exemption for our Low-Income Wx Program. The DOR Wx tax exemption applies to qualified contractors for qualified materials:

Qualified contractors are anyone qualified to work within our Wx program, including both Local Agencies and their Wx contractors.

Qualified materials are any materials or equipment permanently installed in a Wx client's home, including but not limited to insulation, air sealing, HVAC equipment, and ventilation fans.

The DOR Wx tax exemption does NOT apply to:

- Labor costs,
- LA's or contractor's equipment (e.g. blower door, IR camera, or insulation blower),
- Program Support costs
- Administrative costs
- Features not permanently installed (e.g. Refrigerators or Microwaves)

The DOR Wx tax exemption is currently voluntary. To take advantage of this tax exemption, the qualified contractor purchasing the qualified materials must fill out the attached form: [Buyers' Retail Sales Tax Exemption Certificate](#).

Also attached is the DOR Special Notice: [Sales and Use Tax Exemption for the Weatherization Assistance Program](#).

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Applicant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, at its sole discretion, may elect to invite the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Applicant for clarification of any portion of the Applicant's proposal.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 45%		__ points
Project Approach/Methodology	10 points (maximum)	
Quality of Work Plan	10 points (maximum)	
Project Schedule	10 points (maximum)	
Outcomes/Perf. Measurement	10 points (maximum)	
Risks	10 points (maximum)	
Project Deliverables	10 points (maximum)	
Management Proposal – 45%		__ points
Project Team Structure and Internal Controls	10 points (maximum)	
Staff Qualifications/Experience	10 points (maximum)	
Service Provision	10 points (maximum)	
Demonstrated Performance	10 points (maximum)	
Experience of the Applicant	10 points (maximum)	
Cost Proposal – 10%		__ points
Identification of Costs	10 points (maximum)	

TOTAL		__ POINTS

COMMERCE reserves the right to award the contract to the Applicant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

COMMERCE may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, COMMERCE will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Applicant at the oral interview, if any, will be considered binding.

The oral presentation will determine the apparent successful contractor OR the scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor, in COMMERCE'S sole determination.

4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Applicant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed or faxed to the Applicant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Applicant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that also submitted a proposal, such Applicant will be given an opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Service Contract Format with General Terms and Conditions

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and other, who may have pertinent information regarding the ability of the Applicant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Applicant submitting this proposal, my name below attests to the accuracy of the above statement.

Signature of Proposer

Title

Date

DIVERSE BUSINESS INCLUSION PLAN

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women's Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

If you answered "N" to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

Minority	__%
Women	__%
Veteran	__%
Small Business	__%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: _____

Phone: _____

E-Mail: _____

Grant Number:
Budget:



Department of Commerce

Grant with:

through

**Department of Commerce
Energy Division – Housing Improvements and Preservation
and
U.S. Department of Health and Human Services (HHS)
Low Income Home Energy Assistance Program (LIHEAP)
Weatherization Assistance Program (WAP)**

For:

**Program administration and delivery of
weatherization services and cost effective energy-related services
to assist eligible low income households.**

Start date

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Attachment A - Scope of Work

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Weatherization Manual, current version, incorporated by reference

Weatherization Field Guide, current version, incorporated by reference

Standard Work Specifications, current version, incorporated by reference

FACE SHEET

Grant Number:

**Washington State Department of Commerce
Energy Division-Housing Improvement and Preservation
Low Income Home Energy Assistance Program (LIHEAP) / Weatherization Assistance Program (WAP)**

1. Grantee		2. Grantee Doing Business As NA	
3. Grantee Representative		4. Commerce Representative PO Box 42525 1011 Plum St. SE Olympia, WA 98504-2525	
5. Grant Amount	6. Funding Source Federal	7. Start Date	8. End Date
9. Federal Agency: U.S. Department of Health and Human Services - LIHEAP		CFDA Number: 93.568 HHS	
10. Tax ID #	11. SWV #	0. UBI #	1. DUNS # 0
<p>0. Grant Purpose</p> <p>The outcome of this program is to improve the energy efficiency of dwellings owned or occupied by eligible low-income persons/participants and be consistent with the United States Department of Energy Weatherization Assistance Program for Low-Income Persons. This grant will provide funds for administration and delivery of weatherization services and cost effective energy-related services to assist eligible low income households.</p> <p>Grantee signature confirms commitment to expend all funds no later than 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 Grant End Date.</p>			
<p>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, Attachment C-Certification, Weatherization Manual, Weatherization Field Guide, Standard Work Specifications.</p>			
FOR GRANTEE		FOR COMMERCE	
Authorized Signature		Michael Furze, Assistant Director Energy Division	
PRINT Name	PRINT Title	Date	
Date	<p align="center">APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</p>		

SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

1. AUTHORITY AND PURPOSE

This grant is made available under the provisions of the Human Services Amendments of 1994 (Public Law 103-252) reauthorized the Low Income Home Energy Assistance Program (LIHEAP) through fiscal year 1999. The Coats Human Services Reauthorization Act of 1998, Public Law 105-285, subsequently reauthorized the program through FY 2004. Public Law 103-252 allows the Department of Health and Human Services (HHS) to permit LIHEAP grantees to follow Department of Energy (DOE) rules applicable to the DOE Low Income Weatherization Assistance Program (LIWAP) when spending LIHEAP funds for weatherization activities. Washington State Department of Commerce (Commerce) requested to follow DOE rules in the 2016 LIHEAP State Plan with minimum exceptions. Refer to the Wx Manual for additional guidance.

The purpose of the Low Income Home Energy Assistance Program (LIHEAP) is to help keep families safe and healthy through initiatives that assist families with energy costs. Federal funding assistance in managing costs are associated with home energy bills, energy crises, and weatherization and energy-related minor home repairs.

The Washington State Department of Commerce (Commerce), Energy Division, Housing Improvements and Preservation administer these funds through local agencies to provide administration and delivery of low-income weatherization services to eligible homes.

2. BILLING PROCEDURES AND PAYMENT

The Grantee payment is based on monthly reimbursement in the amount of actual expenditures from the previous month. No payment will be made until Commerce receives an accurate and complete request for reimbursement through the Contract Management System (CMS) Online A19s Portal. Grantee must submit their requests for reimbursement with verified electronic signature on or before the 15th of every month for the previous month's expenditures. If there was no production or fiscal activity during the previous month the Grantee must still submit a monthly request for reimbursement showing a zero balance.

The Grantee may request an initial working capital advance one month prior to the planned expenditure. The advance cannot exceed the Grantee's planned expenditures for the first sixty days' Administration/Program or ten percent (10%) of the total Administration/Program.

In any given year, all outstanding local agency advance amounts must be applied to allowable program costs on the June request for reimbursement and submitted to Commerce no later than July 15th. Outstanding advance amounts not cleared by July 15th will be billed to the local agency for payment.

The Grantee shall submit a Final Grant Closeout Report for each funding source that accurately reflects the work completed and funds expended during the program year. The Grantee shall submit electronic reports to Commerce no later than 45 days after the program year closes. *Exception:* local agencies may submit hard copy reports. Grantee must submit the complete list of Weatherization Information Data System (WIDS) project numbers the Grant funded.

Payments under this Grant may be suspended if the Final Grant Closeout Report and Request for Reimbursement for the prior year Grant are not received by the due date.

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.

ADMINISTRATIVE COSTS ALLOCATION

Allowable administrative costs actually incurred in operating activities funded under this Grant may be charged to this Grant.

Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by Commerce. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

ALLOWABLE COSTS

For allowable use of program funds refer to the Weatherization Manual.

SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

BUDGET REVISIONS

The approved budget is included on the Grant Face Sheet/Amendment Face Sheet, and Attachment B-Budget.

The Grantee may transfer up to and including a cumulative total less than or equal to five percent (5%) of the sum of all Program Operations categories among approved Budget line items. Budget revisions in excess of five percent (5%) must be submitted to Commerce in writing with a Weatherization Grant Budget Change Request Form (email acceptable) and approved by Commerce before local agencies submit expenditure reports reflecting the revisions. The Grantee must provide the previously approved budgets (most recent budget or previously approved Grant Budget Change Request Form) and the proposed changes to the appropriate Commerce Weatherization Program Manager. Refer to the Weatherization Manual for additional guidance.

DISALLOWED COSTS

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

PROGRAM INCOME

Program income generated under this Grant may be used for costs not included in the total approved budget, if Commerce determines such costs are directly related to the objectives of the statute under which the grant was awarded. Such program income shall be used in the manner and in accordance with the terms and conditions established by the grant through which the program income was derived unless otherwise permitted by Commerce.

PROPORTIONAL RETURN OF UNEXPENDED FUNDS

A Grantee who returns unexpended funds to Commerce at the end of the Grant period shall return administrative and program operation funds in proportion to the Grant award unless Grant spending limits are more restrictive. In the case of more restrictive spending limits, the spending limits shall apply.

REDUCTION IN FUNDS

If funding from the state, federal government, or other source is withdrawn, reduced, reallocated, or limited, after the effective date of this Grant and prior to normal completion, Commerce may immediately and unilaterally terminate the Grant, withdraw funding, or renegotiate the Grant subject to those new funding limitations and conditions. Commerce shall promptly notify the Grantee of such termination, withdrawal of funds, or intent to renegotiate the Grant. If the source of funding for this Grant is eliminated on a temporary or permanent basis, Commerce will not be responsible for reimbursing the Grantee for any work performed after the receipt of the notification.

Failure of the Grantee to meet performance standards, production projections, or comply with federal or state requirements may result in reduction of funds.

REQUIRED DOCUMENTS

The Grantee shall submit required documents by the dates due using required forms according to procedures issued by Commerce. These required documents shall include, but are not limited to:

<u>Documents</u>	<u>Date Due</u>
1. Monthly Request for Reimbursement submitted in CMS	15 th of the month following expenditures.
2. Current weatherization information entered in WIDS	15 th of the month following completion.
3. Grant Closeout Report	45 days after close of Grant period.
4. Non-Expendable Equipment Inventory	45 days after close of Grant period.
5. Uniform Commercial Code Financing	File as required by law and submit a

SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

SPENDING LIMITS

Commerce may establish spending limits on the total Grant award or on one or more budget categories within the Grant award.

3. COMPENSATION

Commerce shall pay an amount not to exceed the total grant amount on the Face Sheet-and Attachment B- Budget for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A-Scope of Work.

4. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington 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 Contractor/Subcontractor, or agents of either, while performing under the terms 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 Grantee shall instruct the insurers to give 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 the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, 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 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. Pollution Occurrence Insurance (POI) is strongly recommended as a part of, or an addendum to, general liability insurance. Additionally, the Grantee is responsible for ensuring that any Contractors/Subcontractors provide adequate insurance coverage for the activities arising out of Contracts/Subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Contractors/Subcontractors, 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 contract 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.

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SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

- B. Contractors/Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Contractors/Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. 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.

Self-Insured Grantees

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 Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: a) Governmental Accounting Standards Board (GASB), b) Financial Accounting Standards Board (FASB), and c) the Washington State Auditor's annual instructions for financial reporting.

Grantee's 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.

Grantee shall provide annually to Commerce a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant.

5. LAWS, REGULATIONS, POLICIES, TERMS AND CONDITIONS – Additional: General Terms and Conditions-Laws

In performing under this Grant, the Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments, including, but not limited to:

United States (Federal)

- 2 CFR 600
- 10 CFR 440

- 10 CFR 600
- 24 CFR as applicable.
- National Energy Conservation Policy Act of 1992.
- Energy Conservation and Production Act.
- Lead-Based Paint Poisoning Prevention Act, 42 USC 4821-4846.
- Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.
- Functions Guidelines for Finance and Compliance Audit of Federally Assisted Programs (GAO).
- Standards for Audit of Governmental Organizations, Programs, Activities.
- National Environmental Policy Act of 1969, 42 USC 4321 et seq. and the implementing regulations of 24 CFR 58 (HUD) and 40 CFR 1500 - 1518 (Council on Environmental Quality).
- Executive Order 11593, Protection and Enhancement of the Cultural Environment; 1971, as amended.
- Contracts in excess of \$100,000 shall comply with the Water Pollution Control Act, 33 U.S.C. 1251 et seq.
- Contracts in excess of \$100,000 shall comply with the Clean Air Act, 42 U.S.C. 7401 et seq.
- Flood Disaster Protection Act of 1973, 42 USC 4001-4128.
- National Historic Preservation Act of 1966, as amended (16 USC 469a-1 et seq. and 470).

Grant Number

ST&C 5

SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

- System for Award Management (SAM) requirement.
- Data Universal Identifier Numbering System (DUNS) requirement.

State of Washington

- Chapter 70.103 RCW, Lead-based paint.
- Chapter 365.230 WAC, Accreditation of lead-based paint training programs and the certification of firms and individuals conducting lead-based paint activities.
- Chapter 296-841, WAC, Airborne contaminants
- Chapter 51.50 WAC, Regulations for Barrier Free Facilities.
- Prevailing Wage

Regardless of funding source, the work performed by this Grant is subject to the State's prevailing wage law, Chapter 39.12 RCW. Prevailing Wage Act application depends on the nature of the work that is performed, regardless of the worker's job title. The Grantee is advised to consult with the Washington State Department of Labor and Industries Prevailing Wage Office to determine the prevailing wages that must be paid. www.Lni.wa.gov/TradesLicensing/PrevWage/.

Prevailing wages must be paid to the workers and include a listing of the prevailing wage rates that apply. Grantees and Contractors are responsible for determining the correct worker classification(s) in order to ensure correct wages are paid.

Each and every individual Grantee and Contractor on a public works project must individually file a Statement of Intent to Pay Prevailing Wages (Intent) form, and an Affidavit of Wages Paid (Affidavit) form for each contract to perform work. 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.

- Treatment of Assets – Additional: General Terms and Conditions, Treatment of Assets
The Grantee shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies.
The Grantee shall take the following actions to secure the financial interest of Commerce in items purchased with federal funds awarded to local agencies:
 - E. The Grantee shall name Commerce as lien holder on certificates of title for motor vehicles (RCW 46.12.675). Copies of Certificates of Title for equipment shall be submitted to Commerce with the Expenditure Report on which they are claimed.
 - F. Every five years, beginning in calendar year 1992, the Grantee will complete and submit to Commerce for approval signed Uniform Commercial Code (UCC1) Financing Statement Forms, listing equipment other than motor vehicles and fixtures described under section 3 below, with purchase costs of \$10,000 or more, and purchased under Commerce Grant, naming Commerce as Secured Party. The UCC1 Statements will include the phrase: "all presently owned and after-acquired inventory and equipment." Commerce will determine in which items it wishes to continue its secured interest from previous filings. Commerce will sign the statements and file them with the Department of Licensing, UCC Division, Olympia, WA 98504. (RCW 62A.9A.501)
 - G. The Grantee shall complete and submit to Commerce for approval a signed Uniform Commercial Code (UCC2), Financing Statement Forms for fixtures (assets attached to realty) with acquisition costs of \$10,000 or more, and purchased with funds under the Grant, naming Commerce as Secured Party. If approved, Commerce will sign the statements and file them with the local county Auditor's Office in the county where the real estate is located (RCW 62A.9A.501).
 - H. Commerce and the Grantee will keep copies of all UCC filings.
 - I. The Grantee shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies. Grantee shall keep property records in accordance with Federal requirements for all purchases funded by this Grant.

- J. A Non-Expendable Equipment Inventory Report shall also be submitted to Commerce as required. Commerce's interest in equipment purchased under this Grant and prior Grants from the same funding source is automatically transferred forward to the next grant year at the close of this Grant period.

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SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

- K. In the event of loss, destruction, or damage to any property purchased under this Grant, the Grantee shall notify Commerce and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by Commerce, the Grantee shall surrender to Commerce all property purchased under this Grant prior to settlement upon completion, termination, or cancellation of this Grant.

All purchases of equipment with a useful life of more than two years and an acquisition cost of \$5,000 or more per unit require prior Commerce approval.

Department of Commerce

- Low-Income Weatherization Assistance Program State Plan, current version, as applicable.
- Policy Memoranda, as applicable.
- Weatherization Manual, current version, as applicable.
- Weatherization Field Guide, current version, as applicable.
- Standard Work Specifications, current version, as applicable.
- Consumer Conservation Education-Educator's Manual, current version, as applicable.

6. WEATHERIZATION WORK

COMPLETION OF WEATHERIZATION WORK

Weatherization services performed on dwelling units with funds awarded under this Grant shall be completed, inspected, and approved to the standards specified in the Weatherization Manual and applicable Field Guide by the Grant End Date. Units must receive comprehensive inspection to ensure quality work meets required specifications.

A dwelling unit that meets both the definition of a DOE Weatherized unit and has DOE funds used directly on it must also be counted as a DOE completed unit. The use of DOE funds on a unit may include but are not limited to auditing, testing, measure installation, inspection, use of DOE equipment, vehicles, or DOE provides the training and/or administration.

A DOE Weatherized unit is a dwelling unit on which a DOE-approved energy audit or priority list has been performed, appropriate measures installed with an SIR of 1.0 or greater (as funds allow), and an inspection executed upon completion of work. Work may also include any necessary energy-related health and safety measures.

CONTRACTOR AND SUBCONTRACTOR 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 contractors and subcontractors and the portion of Grant funds expended for work performed by contractors and subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business contractors/subcontractors. "Subcontractors" shall mean subcontractors of any tier.

DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such documents shall include, but not be limited to:

- Articles of Incorporation/Tribal Charter
- Board By-laws
- IRS Nonprofit Status Certification
- Latest Agency Audit
- Insurance and Bonding Policies Required by the Grant
- Documents required by the Weatherization Manual.

SPECIAL TERMS AND CONDITIONS**Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)****MONITORING PROCEDURES**

Monitoring Procedures with contractors in all lower tiers.

The Grantee is required to have written monitoring procedures for all weatherized projects and monitor its work performance to include:

- A. Business eligibility (not on federal debarment list).
- B. Ensure contractors are insured, licensed, bonded, and can provide proof of training and certifications.
- C. Scope of work development.
- D. Prior approval of work change orders.
- E. Authorization to work.
- F. Compliance with state prevailing wage law.
- G. Payment approval.
- H. Inspections.
- I. Monitoring procedures for any lower-tier entity.

PERFORMANCE EXPECTATIONS

The Grantee shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standard or criteria established by Commerce to assure quality of services necessary for the performance of the Grant and additional requirements contained in all documents incorporated by reference in the Grant. The Grantee shall include these requirements in all approved Contracts.

PUBLICATIONS

Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

An acknowledgement of LIHEAP support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgement: "The information, data, or work presented herein was funded in part by the Low Income Home Energy Assistance Program (LIHEAP) awarded by the Department of Health and Human Services (HHS)."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

The Grantee agrees that one copy of any such publication will be submitted to Commerce to be placed on file. RECORDS MAINTENANCE -- Additional: General Terms and Conditions-Records Maintenance

The Grantee shall maintain copies of all reimbursement requests by contractors for eligible dwelling units with funds provided under this Grant.

The Grantee shall maintain building cost and unit cost calculation records in a manner that complies with the Weatherization Manual.

Where multiple funding sources are used, separate costs by funding source shall be either:

- 1) Identified for program operation, health and safety, weatherization-related repair, total costs, and average costs per unit.
- 2) Distributed based on a documented cost allocation plan.

The share of costs borne by each party or grant shall be recorded. All revenues and reimbursements received by the Grantee shall be recorded by source and amount.

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SPECIAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

RELEASE OF INFORMATION

The Grantee shall clearly state in all press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money:

- 1) The percentage of the total costs of the program or project which will be financed with federal money.
- 2) The dollar amount of federal funds for the project or program.
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-government sources.

The Grantee shall not finance the acquisition of goods or services (including construction services) with an aggregate value of \$500,000 or more unless the recipient of the federal grant agrees, as a condition for receipt of such grant, to:

- 1) Specify in any announcement of the awarding of the Grant for procurement for goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition.
- 2) Express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.

WRITTEN POLICIES, PROCEDURES, AND GUIDELINES

Written policies, procedures, and guidelines consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Grantee and available for review. Such policies, procedures, and guidelines shall include, but not be limited to:

- 1) Personnel
- 2) Job Descriptions
- 3) Organizational Chart
- 4) Travel
- 5) Fiscal Management
- 6) Affirmative Action Policy and Plan, including:
 - Location of facilities and accessibility to target populations.
 - Provision for bilingual employees or volunteers, as appropriate.

7. 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 – Certification
- Weatherization Manual, current version, incorporated by reference
- Weatherization Field Guide, current version, incorporated by reference
- Standard Work Specifications, current version, incorporated by reference

GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

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. "Contractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under a separate contract with the Grantee.
- D. "Grant" or "Agreement" shall mean 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.
- E. "Grantee" or "Local Agency" 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.
- F. "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.
- G. "State" shall mean the state of Washington.
- H. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractors(s) in any tier.

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.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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.

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GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

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. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Contractors/Subcontractors also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Contractors/Subcontractors.

Commerce reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to Commerce requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements – 2 CFR Part 200

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2CFR Part 200.

The Grantee shall include the above audit requirements in any

Contracts/Subcontracts. In any case, the Grantee's financial records must be available for review by Commerce.

Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in 2 CFR, Part 200 no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

- Department of Commerce
- Attn: Audit Review and Resolution Office
- 1011 Plum Street SE
- PO Box 42525
- Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- **Corrective action plan for audit findings within three (3) months of the audit being received by Commerce.**
- **Copy of the Management Letter.**

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GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant in accordance with 45 CFR Part 76, and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Commerce.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Primary and Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- LOWER TIER COVERED TRANSACTIONS**
- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, the lower tier Grantee must provide a written explanation to Grantee.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Commerce for assistance in obtaining a copy of these regulations.

11. 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).

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GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

- 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.
- 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.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, Commerce may, in its sole discretion, by written notice to the Grantee terminate this grant if it is found after due notice and examination by Commerce that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this grant.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their Contractor(s)/Subcontractor(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a grant.

In the event this grant is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the grant by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. CONTRACTING/SUBCONTRACTING

The Grantee may only contract/subcontract work under this Grant if it obtains the prior written approval of Commerce.

If Commerce approves contracting/subcontracting, the Grantee shall maintain written procedures related to contracting/subcontracting, as well as copies of all contracts/subcontracts and records related to contracts/subcontracts. For cause, Commerce in writing may: (a) require the Grantee to amend its contracting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from contracting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a contract/subcontract.

Every contract/subcontract shall bind the Contractor/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to Commerce if the Contractor/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Contractor/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a contract/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 contract/subcontract shall include a term that Commerce and the State of Washington are not liable for claims or damages arising from a Contractor's/Subcontractor's performance of the contract/subcontract.

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GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

14. 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 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.

15. 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.

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GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

16. 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, Contract/Subcontract, or agreement, for the same services or expenses.

17. 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.

18. 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, from and against all claims or damages 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/Subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any contractor'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.

19. INDEPENDENT CAPACITY OF THE CONTRACTOR

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.

20. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

21. 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.

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GT&C 6

GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

22. 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, including, but not limited to:

United States - Laws, Regulations and Circulars (Federal)

Audits

2 CFR Part 200

Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Standards Act, 40 U.S.C. and Department of Labor Regulations, 29 CFR Part 5.

Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90

Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

Office of Management and Budget Circulars

2 CFR Parts 200

Other

Anti-Kickback Act, 18 U.S.C. 874, 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment).

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

Section 8 Housing Assistance Payments Program.

Privacy

Privacy Act of 1974, 5 U.S.C. 522(a).

Grant Number

GT&C 7

GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

Washington State Laws and Regulations

Affirmative action, RCW 41.06.020 (1).

Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.

Discrimination-human rights commission, Chapter 49.60 RCW.

Ethics in public service, Chapter 42.52 RCW.

Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

Open public meetings act, Chapter 42.30 RCW.

Public records act, Chapter 42.56 RCW.

State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

23. 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.

24. 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 or Authorized Representative's delegate.

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

26. 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 under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

Grant Number

GT&C 8

GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Contractor/Subcontractor must receive prior approval from Commerce for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

28. 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.

29. 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.

30. RECORDS MAINTENANCE

The Grantee shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The 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 finally resolved.

Grant Number

GT&C 9

GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue. **32. 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 agent 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.

33. 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 (10) business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. 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.

35. SITE SECURITY

While on Commerce premises, Grantee, its agents, employees, Contractor(s) or Subcontractor(s) shall conform in all respects with physical, fire or other security policies or regulations.

36. 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.

37. 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.

38. 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.

GENERAL TERMS AND CONDITIONS**Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)****39. 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.

40. 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 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 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 Agent 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 Agent, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/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;
3. 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 subgrants/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 subgrants/subcontracts;
4. 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 Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. 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;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. 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.

GENERAL TERMS AND CONDITIONS

Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program Grant (WAP)

41. 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.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination, or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Contractor(s)/subcontractor(s).

42. 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 low-income weatherization services, which may include but is not limited to performance of the following duties:

1. **Program – Overview**

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

2. **Program Administration – Financial Management**

- a. Maintain accounting records of expenses including, but not limited to: building rent, maintenance, utilities; office equipment and furniture rental and purchase; administrative staff costs.
- b. If the Grantee does not expend all LIHEAP funds by the end of the Grant period Commerce may retain the unexpended funds. An allocation or spending limit reduction of \$50,000 or ten percent (10%) of the grant total, whichever is greater, may be instituted in the next LIHEAP Grant.

3. **Program Operations – Weatherization Services and Training and Technical Assistance**

- a. Perform energy efficiency testing on dwelling units of income eligible households; provide health and safety, and weatherization-related repairs identified during testing; and provide needed weatherization services identified during testing per the Weatherization Manual and/or the Weatherization Field Guide.
- b. Maintain accurate and complete building cost and unit cost calculation records per the Weatherization Manual and the Weatherization Field Guide.
- c. Maintain accurate and complete client files that comply with the Weatherization Manual.
- d. Ensure staff and Contractor/subcontractors' required technical trainings and certifications are current.
- e. Ensure appropriate staff representation at required meetings.

BUDGET

Grantee 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 Grant End Date.

Allowable spending limits for budget categories are as follows:

ADMINISTRATION		
PROGRAM OPERATIONS		
. Weatherization Measures		
. Health and Safety Measures		
. Weatherization-Related Related Repair Measures		
. Program Support		
. Vehicles and Equipment - unit cost of \$5,000 and greater		
. Other Program Operations		
TRAINING AND TECHNICAL ASSISTANCE		
TOTAL BUDGET		

CERTIFICATION

The Grantee defined as the primary participant and its principals certifies by signing this Attachment that to the best of its knowledge and belief the:

- A. Local agency Weatherization Assistance Program (WAP) staff have received training on how to use and will stay current on the Weatherization Field Guide requirements.
- B. Local agency WAP staff has reviewed the Precedence Section of the current Weatherization Manual.
- C. Local agency WAP staff will develop and implement a plan for informing all weatherization subcontractors of the required use of the Weatherization Field Guide and the requirements of the Standard Work Specifications (SWS). Local agency understands that Commerce will monitor this requirement.
- D. Local agency WAP staff will notify Commerce within 10 days of losing a Quality Control Inspector (QCI) or the ability to separate Auditor and Inspector duties. If the agency cannot maintain compliance with Auditor/Inspector separation, local agency WAP will provide Commerce with a plan for having units' final inspection completed by an independent QCI.

Executive Director Signature _____ Date

Program Manager Signature _____ Date

Where the local agency is unable to certify to any of the statements in this Agreement, the local agency shall attach an explanation to this Agreement. Commerce will review this explanation, deem its appropriateness, and take action as necessary.

Grant Number:
Budget:



Department of Commerce

Grant with:

through

**Department of Commerce
Energy Division - Housing Improvements and Preservation
Matchmakers Program**

For:

**Program administration and delivery of
weatherization and repair services to assist low-income households.**

Start date:

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Attachment A - Scope of Work

Attachment B – Budget

Attachment C – Certification

Weatherization Manual, incorporated by reference

Weatherization Field Guide, incorporated by reference

Standard Work Specifications, incorporated by reference

FACE SHEET

Grant Number:

**Washington State Department of Commerce
Energy Division - Housing Improvement and Preservation Unit
Matchmakers Program (MM)**

1. Grantee		2. Grantee Doing Business As NA	
3. Grantee Representative		4. Commerce Representative PO Box 42525 1011 Plum St. SE Olympia, WA 98504-2525	
5. Grant Amount	6. Funding Source State	7. Start Date	8. End Date
9. Federal Agency		CFDA Number: NA	
10. Tax ID #	11. SWV #	0. UBI #	1. DUNS #
<p>12. Grant Purpose</p> <p>The outcome of this program is to improve the energy efficiency and health & safety of dwellings owned or occupied by eligible low-income persons/participants. This grant will provide Matchmakers funds for administration and delivery of weatherization and repair services to assist eligible low-income households.</p> <p>Grantee signature confirms commitment to expend all funds no later than 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 Grant End Date.</p>			
<p>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, Attachment C-Certification, Weatherization Manual, Weatherization Field Guide, and Standard Work Specifications.</p>			
FOR GRANTEE		FOR COMMERCE	
Authorized Signature		Michael Furze, Assistant Director Energy Division	
PRINT Name	PRINT Title	Date	
Date	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		

SPECIAL TERMS AND CONDITIONS
Department of Commerce – Matchmakers Program

1. GRANT MANAGEMENT AND PURPOSE

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.

The Washington State Department of Commerce (Commerce), Energy Division (ED), Housing Improvements and Preservation (HIP) administer these funds through local agencies to provide administration and delivery of weatherization and repair services to assist eligible low-income households.

The outcome of this program is to improve the energy efficiency of dwellings owned or occupied by eligible low-income persons/participants, reduce their total residential expenditures, and improve their health and safety.

2. BILLING, COMPENSATION, AND PAYMENT

The Grantee payment is based on monthly reimbursement in the amount of actual expenditures. No payment will be made until Commerce receives an accurate and complete request for reimbursement through the Contract Management System (CMS) Online A19s Portal. Grantee must submit their requests for reimbursement with verified electronic signature on or before the 15th of every month for the previous month's expenditures. If there was no production or fiscal activity during the previous month the Grantee must still submit a monthly request for reimbursement showing a zero balance.

Commerce shall pay an amount not to exceed the Total Grant amount on the Face Sheet and Attachment B-Budget for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A-Scope of Work.

The Grantee shall submit a Final Grant Closeout Report for each funding source that accurately reflects the work completed and funds expended during the program year. The Grantee shall submit electronic reports to Commerce no later than 45 days after the program year closes. *Exception:* local agencies may submit hard copy reports. Grantee must submit the complete list of Weatherization Information Data System (WIDS) project numbers the Grant funded.

Payments under this Grant may be suspended if the Final Grant Closeout Report and Request for Reimbursement for the prior year Grant are not received by the due date.

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.

ALLOWABLE COSTS

For allowable use of Program funds refer to the Weatherization Manual.

BUDGET REVISIONS

The approved budget is included on the Grant Face Sheet/Amendment Face Sheet, and Attachment B-Budget.

The Grantee may transfer up to and including a cumulative total less than or equal to five percent (5%) of the sum of all Program Operations categories among approved Budget line items. Budget revisions in excess of five percent (5%) must be submitted to Commerce in writing with a Weatherization Grant Budget Change Request Form (email acceptable) and approved by Commerce before local agencies submit expenditure reports reflecting the revisions. The Grantee must provide the previously approved budgets (most recent budget or previously approved Grant Budget Change Request Form) and the proposed

changes to the appropriate Commerce Weatherization Program Manager. Refer to the Weatherization Manual for additional guidance.

Grant Number

ST&C 2

SPECIAL TERMS AND CONDITIONS
Department of Commerce – Matchmakers Program

CONTRACTOR AND SUBCONTRACTOR 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 Contractors/Subcontractors and the portion of Grant funds expended for work performed by Contractors/Subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Contractors/Subcontractors. “Contractors/Subcontractors” shall mean contractors of any tier.

DISALLOWED COSTS

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

PROGRAM INCOME

Program income generated under this Grant may be used for costs not included in the total approved budget, if Commerce determines such costs are directly related to the objectives of the statute under which the grant was awarded. Such program income shall be used in the manner and in accordance with the terms and conditions established by the grant through which the program income was derived unless otherwise permitted by Commerce.

PROPORTIONAL RETURN OF UNEXPENDED FUNDS

A Grantee who returns unexpended funds to Commerce at the end of the Grant period shall return administrative and program operation funds in proportion to the Grant award unless Grant spending limits are more restrictive. In the case of more restrictive spending limits, the spending limits shall apply.

REDUCTION IN FUNDS

If funding from the state, federal government, or other source is withdrawn, reduced, reallocated, or limited, after the effective date of this Grant and prior to normal completion, Commerce may immediately and unilaterally terminate the Grant, withdraw funding, or renegotiate the Grant subject to those new funding limitations and conditions. Commerce shall promptly notify the Grantee of such termination, withdrawal of funds, or intent to renegotiate the Grant. If the source of funding for this Grant is eliminated on a temporary or permanent basis, Commerce will not be responsible for reimbursing the Grantee for any work performed after the receipt of the notification.

Failure of the Grantee to meet performance standards, production projections, or comply with federal or state requirements may result in reduction of funds.

REQUIRED DOCUMENTS

The Grantee shall submit required documents by the dates due using required forms according to procedures issued by Commerce. These required documents shall include, but are not limited to:

<u>Documents</u>	<u>Date Due</u>
1. Monthly Request for Reimbursement submitted in Contract Management System (CMS)	15 th of the month following expenditures.
2. Current weatherization information entered in Weatherization Information Database (WIDS)	15 th of the month following completion.
3. Quarterly In-Kind Match Accomplishment	15 th of the month following completion.
4. Grant Closeout Report	45 days after close of Grant period.
5. Uniform Commercial Code Financing Statement (UCC 1 and UCC 2)	File as required by law and submit a with Request for Reimbursement.

Grant Number

ST&C 3

SPECIAL TERMS AND CONDITIONS
Department of Commerce – Matchmakers Program

SPENDING LIMITS

Commerce may establish spending limits on the total Grant award or on one or more budget categories within the Grant award.

3. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington 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 Contractor/Subcontractor, or agents of either, while performing under the terms 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 Grantee shall instruct the insurers to give 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 the Grant start date, a certificate of insurance that outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates to Commerce not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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. Pollution Occurrence Insurance (POI) is strongly recommended as a part of, or an addendum to, general liability insurance. Additionally, the Grantee is responsible for ensuring that any Contractor/Subcontractor provide adequate insurance coverage for the activities arising out of Contracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Contractor/Subcontractor, 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 contract 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.

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- B. Contractors/Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Contractors/Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. 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.

Self-Insured 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 Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:
 - (a) Governmental Accounting Standards Board (GASB), (b) Financial Accounting Standards Board (FASB), and (c) Washington State Auditor’s annual instructions for financial reporting.

Grantee’s 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.

Grantee shall provide annually to Commerce a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant.

4. LAWS, REGULATIONS, POLICIES – Additional

In performing under this Grant, the Grantee shall comply with all *applicable* laws, ordinances, codes, regulations, and policies of local, state, and federal governments, including, but not limited to:

State of Washington

- Chapter 70.103 RCW, Lead-based paint.
- Chapter 365.230 WAC, Accreditation of lead-based paint training programs and the certification of firms and individuals conducting lead-based paint activities.
- Chapter 296-841, WAC, Airborne contaminants
- Chapter 51.50 WAC, Regulations for Barrier Free Facilities.
- Prevailing Wage-additional

Regardless of funding source, the work performed by this Grant is subject to the State’s prevailing wage law, Chapter 39.12 RCW. Prevailing Wage Act application depends on the nature of the work that is performed, regardless of the worker’s job title. The Grantee is advised to consult with the Washington State Department of Labor and Industries Prevailing Wage Office to determine the prevailing wages that must be [paid. www.Lni.wa.gov/TradesLicensing/PrevWage/](http://www.Lni.wa.gov/TradesLicensing/PrevWage/).

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Prevailing wages must be paid to the workers and include a listing of the prevailing wage rates that apply. Grantees and Contractors are responsible for determining the correct worker classification(s) in order to ensure correct wages are paid.

Each and every individual Grantee and Contractor on a public works project must individually file a Statement of Intent to Pay Prevailing Wages (Intent) form, and an Affidavit of Wages Paid (Affidavit) form for each contract to perform work. 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.

□ Treatment of Assets-additional

The Grantee shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies.

The Grantee shall take the following actions to secure the financial interest of Commerce in items purchased with federal funds awarded to local agencies:

- E. The Grantee shall name Commerce as lien holder on certificates of title for motor vehicles (RCW 46.12.675). Copies of Certificates of Title for equipment shall be submitted to Commerce with the Expenditure Report on which they are claimed.**
- F. Every five years, beginning in calendar year 1992, the Grantee will complete and submit to Commerce for approval signed Uniform Commercial Code (UCC1) Financing Statement Forms, listing equipment other than motor vehicles and fixtures described under section 3 below, with purchase costs of \$10,000 or more, and purchased under Commerce Grant, naming Commerce as Secured Party. The UCC1 Statements will include the phrase: "all presently owned and after-acquired inventory and equipment." Commerce will determine in which items it wishes to continue its secured interest from previous filings. Commerce will sign the statements and file them with the Department of Licensing, UCC Division, Olympia, WA 98504. (RCW 62A.9A.501)**
- G. The Grantee shall complete and submit to Commerce for approval a signed Uniform Commercial Code (UCC2), Financing Statement Forms for fixtures (assets attached to realty) with acquisition costs of \$10,000 or more, and purchased with funds under the Grant, naming Commerce as Secured Party. If approved, Commerce will sign the statements and file them with the local county Auditor's Office in the county where the real estate is located (RCW 62A.9A.501).**
- H. Commerce and the Grantee will keep copies of all UCC filings.**
- I. The Grantee shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies. Grantee shall keep property records in accordance with Federal requirements for all purchases funded by this Grant.**
- J. A Non-Expendable Equipment Inventory Report shall also be submitted to Commerce as required. Commerce's interest in equipment purchased under this Grant and prior Grants from the same funding source is automatically transferred forward to the next grant year at the close of this Grant period.**
- K. In the event of loss, destruction, or damage to any property purchased under this Grant, the Grantee shall notify Commerce and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by Commerce, the Grantee shall surrender to Commerce all property purchased under this Grant prior to settlement upon completion, termination, or cancellation of this Grant.**

All purchases of equipment with a useful life of more than two years and an acquisition cost of \$5,000 or more per unit require prior Commerce approval.

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- Low-Income Weatherization Assistance Program State Plan, current version, as applicable.
- Policy Memoranda, as applicable.
- Weatherization Manual, current version, as applicable.
- Weatherization Field Guide, current version, as applicable.
- Standard Work Specifications, current version, as applicable.
- Consumer Conservation Education-Educator’s Manual, current version, as applicable.

5. MATCH REQUIREMENTS

The Matchmakers program is designed to leverage new resources for low-income weatherization and repair. Matchmakers program funds expended should be matched with an equal amount of approved in-kind services (weatherization or repairs) or cash match (cash deposited in Commerce Weatherization Assistance Account.) Match shall be provided during the applicable Matchmakers program years.

Excluded as Match: The following funds are not considered as new resources leveraged by the Matchmakers program. Weatherization-related services provided with these funds do not qualify as match for program funds used for weatherization or energy conservation:

- U.S. Department of Energy (DOE) Weatherization Assistance Program funds
- U.S. Health and Human Services (HHS) LIHEAP Energy Assistance-Weatherization funds
- Commerce Bonneville Power Administration (BPA) Low-Income Weatherization funds

6. WASHINGTON STATE QUALITY AWARD

Washington State RCW 43.185C.210 (5) (a). Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above. [See 43.185C.210 (5) (a) and RCW43.185C.240(1)(b).]

For more information about WSQA visit their website at www.wsqa.net.

7. WEATHERIZATION WORK

COMPLETION OF WEATHERIZATION WORK

Weatherization services performed on dwelling units with funds awarded under this Grant shall be completed, inspected, and approved to the standards specified in the Weatherization Manual and applicable Field Guide by the Grant End Date. Units must receive comprehensive inspection to ensure quality work meets required specifications.

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DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such documents shall include, but not be limited to:

- Articles of Incorporation/Tribal Charter.
- By-laws.
- IRS Nonprofit Status Certification.
- Latest Agency Audit.
- Insurance and Bonding Policies Required by the Grant.
- Documents required by the Weatherization Manual.

CONTRACTOR/SUBCONTRACTOR MONITORING REQUIREMENTS

The Grantee is required to have written monitoring procedures for all weatherized projects and monitor Contractor/Subcontractor work performance to include:

- A. Business eligibility (not on federal debarment list).
- B. Ensure Contractors/Subcontractors are insured, licensed, bonded, and can provide proof of training and certifications.
- C. Scope of work development.
- D. Prior approval of work change orders.
- E. Authorization to work.
- F. Compliance with state prevailing wage law.
- G. Payment approval.
- H. Inspections.
- I. Monitoring procedures for any lower-tier entity.

Contractors/Subcontractors shall mean contractors of any tier.

PERFORMANCE EXPECTATIONS

The Grantee shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standard or criteria established by Commerce to assure quality of services necessary for the performance of the Grant and additional requirements contained in all documents incorporated by reference of the Grant. The Grantee shall include these requirements in all approved Contracts.

RECORDS MAINTENANCE – Additional

The Grantee shall maintain copies of all reimbursement requests by Contractors for eligible dwelling units with funds provided under this Grant.

The Grantee shall maintain building cost and unit cost calculation records in a manner that complies with the Weatherization Manual.

Where multiple funding sources are used, separate costs by funding source shall be either:

- 1) Identified for program operation, health and safety, weatherization-related repair, total costs, and average costs per unit.
- 2) Distributed based on a documented cost allocation plan.

The share of costs borne by each party or grant shall be recorded. All revenues and reimbursements received by the Grantee shall be recorded by source and amount.

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WRITTEN POLICIES, PROCEDURES, AND GUIDELINES

Written policies, procedures, and guidelines consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Grantee and available for review. Such policies, procedures, and guidelines shall include, but not be limited to:

- 1) Personnel
- 2) Job Descriptions
- 3) Organizational Chart
- 4) Travel
- 5) Fiscal Management
- 6) Affirmative Action Policy and Plan, including:
 - Location of facilities and accessibility to target populations.
 - Provision for bilingual employees or volunteers, as appropriate.

8. 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 - Certification
- Weatherization Manual, incorporated by reference
- Weatherization Field Guide, incorporated by reference
- Standard Work Specifications, incorporated by reference

GENERAL TERMS AND CONDITIONS
Department of Commerce – Matchmakers Program

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. “Contractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under a separate contract with the Grantee.
- D. “Grant” or “Agreement” shall mean 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.
- E. “Grantee” 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.
- F. “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.
- G. “State” shall mean the state of Washington.
- H. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of services under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractors(s) in any tier.

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.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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.

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Department of Commerce – Matchmakers Program

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 Contractor 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.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Commerce may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by Commerce that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this Grant.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their Contractor(s) must identify any person employed in any capacity by the state of Washington that worked on this program, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any

determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

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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 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

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other grant, contract, subcontract, or other source.

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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.

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 Contractor'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.

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21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with Commerce. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PAY EQUITY

The Contractor 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. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) 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.
 - (ii) 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.
 - (iii) 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 Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor 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.

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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.

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, Contractor(s) or Subcontractor(s) shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING/CONTRACTING

The Grantee may only contract work contemplated under this Grant if it obtains the prior written approval of Commerce.

If Commerce approves contracting, the Grantee shall maintain written procedures related to contracting, as well as copies of all contracts and records related to contracts. For cause, Commerce in writing may: (a) require the Grantee to amend its contracting procedures as they relate to this Grant; (b) prohibit the Grantee from contracting with a particular person or entity; or (c) require the Grantee to rescind or amend a contract.

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

Every contract shall include a term that Commerce and the State of Washington are not liable for claims or damages arising from a contractor's performance of the contract.

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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 contract 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 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.

GENERAL TERMS AND CONDITIONS
Department of Commerce – Matchmakers Program

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. 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;
3. 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;
4. 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;
5. 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;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. 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 contract, 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.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination, or cancellation of this Grant.

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 low-income weatherization services, which may include but is not limited to performance of the following duties:

1. **Program – Overview**

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

2. **Program Administration – Financial Management**

- a. Maintain accounting records of expenses including, but not limited to: building rent, maintenance, utilities; office equipment and furniture rental and purchase; administrative staff costs.
- b. If the Grantee does not expend all Matchmakers funds by the end of the Grant period Commerce may retain the unexpended funds. An allocation or spending limit reduction of \$50,000 or ten percent (10%) of the grant total, whichever is greater, may be instituted in the next Matchmakers Grant.

3. **Program Operations – Weatherization Services, and Training and Technical Assistance**

- a. Perform energy efficiency testing on dwelling units of income eligible households; provide health and safety measures, weatherization-related repairs, and weatherization plus health measures (as appropriate) identified during testing; and provide needed weatherization services identified during testing per the Weatherization Manual and/or the Weatherization Field Guide.
- b. Maintain accurate and complete building cost and unit cost calculation records per the Weatherization Manual and the Weatherization Field Guide.
- c. Maintain accurate and complete client files that comply with the Weatherization Manual.
- d. Ensure staff and subcontractors' required technical trainings and certifications are current.
- e. Ensure appropriate staff representation at required meetings.

BUDGET

Grantee 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 Grant End Date.

ADMINISTRATION		
PROGRAM OPERATIONS		
. Weatherization Measures		
. Weatherization Plus Health Measures		
. Health and Safety Measures		
. <u>Weatherization-Related Related Repair Measures</u>		
. Program Support		
. <u>Vehicles and Equipment - unit cost of \$5,000 and greater</u>		
. Other Program Operations		
TOTAL BUDGET		

Grant Number:

Certification

The Grantee defined as the primary participant and its principals certifies by signing this Attachment that to the best of its knowledge and belief the:

- A. Local Agency (LA) Weatherization Assistance Program (WAP) staff have received training on how to use and will stay current on the Field Guide requirements.
- B. LA WAP staff has reviewed the Precedence Section of the Weatherization Manual.
- C. LA WAP staff will develop and implement a plan for informing all weatherization subcontractors of the required use of the Weatherization Field Guide and the requirements of the Standard Work Specifications. LA understands that Commerce will monitor this requirement.
- D. LA WAP staff will notify Commerce within 10 days of losing a Quality Control Inspector (QCI) or the ability to separate Auditor and Inspector duties.

Executive Director Signature _____ Date _____

Program Manager Signature _____ Date _____

Where the LA is unable to certify to any of the statements in this agreement, the LA will attach an explanation to this agreement. Commerce will review the explanation, deem its appropriateness, and take action as necessary.

