



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
OLYMPIA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 2020HIP-001**

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

PROJECT TITLE: Tribal Home Repair Grant Pilot Program

RESPONSE DUE DATE: March 19, 2020

EXPECTED TIME PERIOD FOR CONTRACT: April 13, 2020 – June 30, 2021

TRIBAL ELIGIBILITY: This procurement is open to the 29 federally recognized Tribal Nations in Washington State who satisfy the minimum qualifications stated herein.

CONTENTS OF THE REQUEST FOR APPLICATIONS:

- 1. Grant Application Information**
- 2. General Information for Applicants**
- 3. Response Contents**
- 4. Evaluation and Contract Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Workers' Rights Certification**
 - C. Tribal Home Rehabilitation Pilot Program Guidelines**
 - D. Proposed Project List**
 - E. List of Weatherization Providers**
 - F. Sample Contract**

TABLE OF CONTENTS

SECTION 1: GRANT APPLICATION INTRODUCTION 1

- 1.1 TRIBAL HOME REPAIR GRANT PILOT PROGRAM PURPOSE AND BACKGROUND 1
- 1.2 ENERGY MATCHMAKER PILOT PROGRAMS BACKGROUND AND FUNDING 1
- 1.3 TRIBAL PILOT PROGRAM OBJECTIVES..... 2
- 1.4 TRIBAL PILOT PROGRAM MINIMUM QUALIFICATIONS 2
- 1.5 TRIBAL AUTHORITY TO APPLY 2
- 1.6 ALLOWABLE NUMBER OF APPLICATIONS..... 2
- 1.7 TRIBAL PILOT PROGRAM HOUSEHOLD ELIGIBILITY 2
- 1.8 TRIBAL PILOT PROGRAM SCOPE OF WORK 3
- 1.9 TRIBAL PILOT FUNDING 3
- 1.10 PERIOD OF PERFORMANCE 3
- 1.11 DEFINITIONS..... 3
- 1.12 AMERICANS WITH DISABILITIES ACT 4

SECTION 2: GENERAL INFORMATION FOR CONSULTANTS..... 5

- 2.1 TRIBAL PILOT RFQQ COORDINATOR..... 5
- 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES 5
- 2.3 SUBMISSION OF RESPONSES 5
- 2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE 6
- 2.5 REVISIONS TO THE RFQQ..... 7
- 2.6 ACCEPTANCE PERIOD 7
- 2.7 COMPLAINT PROCESS..... 7
- 2.8 RESPONSIVENESS 7
- 2.9 MOST FAVORABLE TERMS 8
- 2.10 CONTRACT AND GENERAL TERMS AND CONDITIONS 8
- 2.11 COSTS TO PROPOSE..... 8
- 2.12 NO OBLIGATION TO CONTRACT..... 8
- 2.13 REJECTION OF RESPONSES..... 8
- 2.14 COMMITMENT OF FUNDS..... 8
- 2.15 INSURANCE COVERAGE..... 8

SECTION 3: RESPONSE CONTENTS..... 8

- 3.1 LETTER OF SUBMITTAL (MANDATORY) 9

3.2	QUALIFICATIONS (MANDATORY)	9
3.2.1	EXPERIENCE (SCORED)	9
3.2.2	STAFFING (SCORED)	9
3.2.3	SCHEDULE (SCORED).....	10
3.3	QUOTATIONS SECTION.....	10
3.3.1	IDENTIFICATION OF COSTS (SCORED).....	10
3.3.2	EVALUATION	10
SECTION 4 EVALUATION AND CONTRACT AWARD		11
4.1	EVALUATION PROCEDURES	11
4.2	CLARIFICATION OF RESPONSE.....	11
4.3	EVALUATION AND SCORING	11
4.4	NOTIFICATION TO PROPOSERS.....	11
4.5	DEBRIEFING OF UNSUCCESSFUL PROPOSERS.....	11
4.6	PROTEST PROCEDURE	12
SECTION 5: RFQQ EXHIBITS.....		14
EXHIBIT A: CERTIFICATIONS AND ASSURANCES		
EXHIBIT B: WORKERS RIGHT CERTIFICATIONS		
EXHIBIT C: TRIBAL HOME REPAIR PILOT PROGRAM GUIDELINES		
EXHIBIT D: PROPOSED PROJECT LIST		
EXHIBIT E: LIST OF WEATHERIZATION PROVIDERS		
EXHIBIT F: SAMPLE CONTRACT		

SECTION 1: GRANT APPLICATION INTRODUCTION

1.1 TRIBAL HOME REPAIR GRANT PILOT PROGRAM PURPOSE AND BACKGROUND

The Energy Division of the Department of COMMERCE has historically funded Community Action Programs (CAP's) statewide and some Tribal Nations to perform weatherization activities on homes to achieve energy conservation goals and to reduce annual energy related costs for low income households.

In many cases low income households occupy homes which have deferred maintenance and substantial structural, mechanical, and other physical repair needs that would need to be corrected prior to being able to perform weatherization grant services. Low income households generally do not have access to typical financing mechanisms to do home repairs without further stressing the household's financial situation. As a result, low income households often are unable to access weatherization grant services which could ultimately help reduce their energy costs and provide increased financial stability of the household.

In 2018 COMMERCE received a \$5 million state funding allocation to implement a Home Rehabilitation Loan Program (HRLP) targeted to help address the deferred maintenance issue for low income households located in rural areas so that there would be an improvement with weatherization program participation. HRLP provides low interest deferred loans for up to \$40,000 to perform needed deferred home repairs which, upon completion, allows for additional grant funded weatherization activities. An additional \$5 million has been allocated to HRLP for biennium 2019-2021.

Unfortunately, there are limitations with respect to being able to issue HRLP loans on tribal lands, which has resulted in a gap in service to tribal low income households in being able to correct deferred maintenance that could ultimately pave the way for positive weatherization grant program outcomes. To improve equitable access to financial resources and improved energy conservation outcomes, the Tribal Home Repair Grant Pilot Program (hereinafter referred to as "Tribal Pilot Program") is being launched to address needed deferred home repairs on homes located on tribal lands occupied by low income households (200% Federal Poverty Level or 60% state area median income). The Tribal Pilot Program seeks to further government-to-government relationships acknowledged in the Centennial Accord, assist in relationship development between tribes and their local Community Action Agency, and to achieve the mutual objectives to provide efficient and beneficial services to residents.

1.2 ENERGY MATCHMAKER PILOT PROGRAMS BACKGROUND AND FUNDING

The Department of COMMERCE received a 2019-2021 biennium allocation of \$15 million for its Energy Matchmaker Program. The Matchmaker Program increases resources for low income weatherization by leveraging local matching dollars and resources from utilities, rental owners, and other sources. These funds are provided to further the federal funded Weatherization Program. Following internal and CAP stakeholder review, \$5 million of the Matchmaker allocation has been set aside for pilot programs that address weatherization deferrals on both tribal and non-tribal lands and fuel switching from oil/propane to electricity to improve energy efficiency outcomes.

- \$2.2 million has been allocated to the Weatherization Deferral Pilot to study and address weatherization repair deferrals, which provides for up to \$25,000 in individual home repair grant assistance through contracted statewide weatherization providers

including the Spokane Indian Housing Authority, Yakama Nation Housing Authority, and South Puget Intertribal Planning Agency (SPIPA).

- \$2.0 million Fuel-Switching Pilot has been allocated to the Fuel Switching Pilot also available to Tribal Weatherization and statewide contracted weatherization providers.
- \$500,000 of assistance has been set aside for the Tribal Pilot Program for which this Request for Qualifications and Quotations (RFQQ) addresses.

1.3 TRIBAL PILOT PROGRAM OBJECTIVES

The primary objective of the Tribal Pilot Program is to address correction of deferred home maintenance issues for low income households situated on Tribal Nation Lands that can be effectively repaired with grant proceeds totaling less than \$40,000 (repair and admin costs) that further enable the household to participate in the Weatherization Assistance Program grant activities. The key goals are to improve home habitability, increase energy affordability, and improve tribal participation in Weatherization Program grant activities for low income households.

1.4 TRIBAL PILOT PROGRAM MINIMUM QUALIFICATIONS

Eligible applicants for the Tribal Home Repair Pilot Program are the 29 federally recognized Tribes of Washington State as determined by the United States Secretary of the Interior.

1.5 TRIBAL AUTHORITY TO APPLY

Applicants must submit documentation reflective of their legal authority to apply for the grant on behalf of their Tribes. Recognizing that Tribes have different forms of tribal governance and tribal laws vary, no prescribed form of documentation will be required. Applicants may submit a resolution, letter, affidavit, or other documentation as appropriate for their tribe, certifying that the applicant has the legal authority to apply for this award on behalf of the Tribe. **The documentation must be current, must be sufficient to demonstrate authority for the application, must contain authorized signature(s), and must be submitted with the application on the due date, MARCH 19, 2020.**

1.6 ALLOWABLE NUMBER OF APPLICATIONS

Each tribe may submit one application through the Tribal Pilot Program. Smaller tribes may work together in a joint application with one of the tribes selected as the lead for purposes of receiving and disseminating funds, reporting and contracting on behalf of all participating tribes.

1.7 TRIBAL PILOT PROGRAM HOUSEHOLD ELIGIBILITY

Households assisted by the grant program must have documented household incomes less than 200% of Federal Poverty Level, occupy the home as its primary residence, and have health and safety repairs that can be completed at less than \$40,000 maximum for work and related 10% Tribal program administration fee. The average cost per home completed is anticipated to be in the range of \$20,000 to \$25,000. At minimum 80% of the homes assisted through the grant program must continue on to receive additional Weatherization grant activities. Technical assistance will be provided to those participating tribes who do not have their own weatherization program to help partner with an area community action agency weatherization program or an area tribal weatherization partner

to determine home deferral repair needs and to facilitate weatherization activities following completion of the rehabilitation completed on the home.

1.8 TRIBAL PILOT PROGRAM SCOPE OF WORK

- Complete the home repair projects you propose in Application Exhibit D as available, or identify and complete additional projects to expend full award request in the performance of work. Comply with applicable federal, state and tribal laws including labor laws as to who can perform work, prevailing wage requirements, and related licensing and insurance requirements.
- Ensure that the quality of the materials and the employed workmanship meet the general construction industry standards for the specific project type. Maintain documentation of client eligibility, what work was identified as needing to be completed to facilitate weatherization, what work was done, who performed the work, and what was the cost.
- Submit monthly invoices for completed projects.
- Facilitate Weatherization of completed repaired homes with identified Tribal Weatherization Program (Spokane Indian Housing Authority, Yakama Nation Housing Authority, and South Puget Intertribal Planning Agency), or with a state recognized Community Action Agency Weatherization Program. (See Exhibit E for weatherization providers). Weatherization must include a minimum of two Major Measures such as attic and floor insulation. *More information on what Major Measures for weatherization means will be provided to successful applicants.*
- Participate in debrief upon pilot completion to facilitate compilation of data.

1.9 TRIBAL PILOT FUNDING

During the estimated contract period (May 4, 2020 – June 30, 2021) \$500,000 will be available for the Tribal Home Rehabilitation Grant Pilot Program. The maximum amount that can be requested per each Tribal Nation applicant is \$100,000. Joint applications are allowed provided each Tribal Nation represented in the application does not apply for more than \$100,000 and that one Tribal Nation takes the lead for contracting, receiving and distributing funds, and reporting on behalf of all participants. The maximum individual home repair grant allowed is \$40,000 including a 10% allowable administration fee. In the event additional funding becomes available, any contract may be renegotiated to provide for additional related services.

1.10 PERIOD OF PERFORMANCE

The period of performance of any contracts resulting from this Request for Qualifications and Quotes is tentatively scheduled to begin on or about **May 4, 2020** and end **June 30, 2021**. COMMERCE reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.11 DEFINITIONS

- **APPARENTLY SUCCESSFUL BIDDER (ASB):** The Consultant(s) selected to enter into negotiations leading to a fully executed contract for the work described in the Request for Applications.

- **COMMERCE:** The Department of COMMERCE is the Agency of the State of Washington that is issuing this Request for Applications.
- **CONTRACTOR:** Tribe whose response has been accepted by COMMERCE and is awarded a fully executed written contract.
- **TRIBAL NATION:** The federally recognized Tribe and its designated subdivisions and agencies (such as a Tribal Housing Authority and Tribal Weatherization Program) performing services eligible to receive to apply for and receive assistance under this Pilot Program in Washington and includes the Tribal Nation's officers, employees, and/or agents.
- **REQUEST FOR QUALIFICATIONS AND QUOTATIONS:** Formal procurement document in which needed services are documented and entities are invited to submit their qualifications and quotations via a formal written response.
- **RESPONSE:** a formal offer submitted in response to this solicitation.

1.12 AMERICANS WITH DISABILITIES ACT

COMMERCE complies with the Americans with Disabilities Act (ADA). Consultants or applicants may contact the RFQQ Coordinator to receive the Request for Qualifications and Quotations in Braille or on tape.

SECTION 2: GENERAL INFORMATION FOR CONSULTANTS

2.1 TRIBAL PILOT RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Tribal Nation and COMMERCE upon receipt of this RFQQ shall be with the RFQQ Coordinator as follows:

Name: Brooke Harris
Mailing Address: PO Box 42525
Olympia, WA 98504-2525
E-Mail Address: brooke.harris@commerce.wa.gov

Questions will be answered directly by email and submitted to the email address brooke.harris@commerce.wa.gov. Please include "**Tribal Government**" in the subject line of the email. Questions will be accepted up to February 18, 2010. Brooke Harris, Program Manager will follow up any questions with an email; applicants should rely on written information issued by the Program Manager Brooke Harris.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	February 10, 2020
Question & answer period	February 10-18, 2020
Answers issued no later than	February 20, 2020
Responses due	March 19, 2020
Evaluate responses	March 30 – April 2, 2020
Announce "Apparent Successful Bidders" and send notification via e-mail to unsuccessful proposers	April 9, 2020
Hold debriefing conferences (if requested)	As needed
Negotiate contract	April 20-23, 2020
Begin contract work	May 4, 2020

2.3 SUBMISSION OF RESPONSES

Hard copy responses: Hard copy proposals will not be accepted.

The Response should be submitted to and must be received by the RFQQ Coordinator **no later than 5:00 p.m., Pacific Standard Time, in Olympia, WA, on March 19, 2020:**

Attn: **Brooke Harris, RFQQ Coordinator**
Mailing Address: **PO Box 42525**
Olympia, WA 98504-2525

Electronic responses: **The Response must be** received by the RFQQ Coordinator at brooke.harris@commerce.wa.gov **no later than 5:00 p.m., Pacific Standard Time, in Olympia, Washington, on March 19, 2020** as an attachment to an e-mail to the RFQQ 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 Responses. 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 Tribal Nation to the offer. COMMERCE does not assume responsibility for problems with Tribal Nation's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Responses may not be transmitted using facsimile transmission.

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

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

Any information in the Response that the Tribal Nation desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state, federal law or tribal 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 Tribal Nation 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 response exempt from disclosure or as proprietary information will not be honored.

If a public records request is made for the information that the Tribal Nation 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 Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state, federal law or tribal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Consultant'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 RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided via e-mail to all individuals who have made the RFQQ Coordinator aware of their interest.

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

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

2.6 ACCEPTANCE PERIOD

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

2.7 COMPLAINT PROCESS

Applicant may submit a complaint to COMMERCE based on any of the 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 RFQQ 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 RFQQ 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 is no appeal process.

2.8 RESPONSIVENESS

COMMERCE reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms, which the Tribal Nation can propose. COMMERCE does reserve the right to contact an Tribal Nation for clarification of its Response.

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

2.9 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms, which the Tribal Nation can propose. COMMERCE does reserve the right to contact a Tribal Nation for clarification of its Response.

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

2.10 CONTRACT AND GENERAL TERMS AND CONDITIONS

The apparent successful bidder will be expected to enter into a contract (See Exhibit F). In no event is a bidder to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Tribal Nation in preparation of a Response submitted in response to the RFQQ, in conduct of a presentation, or any other activities related to the responding to this RFQQ.

2.12 NO OBLIGATION TO CONTRACT

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

2.13 REJECTION OF RESPONSES

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

2.14 COMMITMENT OF FUNDS

The Director of COMMERCE or the Director's delegate are the only individuals who may legally commit COMMERCE to the expenditure of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 INSURANCE COVERAGE

COMMERCE will provide guidance on required insurance requirements.

SECTION 3: RESPONSE CONTENTS

ELECTRONIC RESPONSES: Responses must be written in English and submitted electronically to the RFQQ Coordinator in the order noted below.

- 1. Letter of Submittal including Tribal Nation Information, Tribal Authorization to Apply and signed Certifications and Assurances (Exhibit A)***

2. *Qualifications*
3. *Quotation (Completed attached spreadsheet (Exhibit D))*
4. *Workers' Rights Certification (Exhibit B)*

Responses 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, but should assist the Tribal Nation in providing a thorough response.

Items in this section marked "mandatory" must be included as part of the Response for the Response 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)

1. Tribal Nation Name, Tribal Nation Address, Tribal Nation Federal Employer Identification Number, Tribal Nation Contact Name, Tribal Nation Contact Telephone Number, Tribal Nation Fax number, Tribal Nation Contact email.
2. Tribal Authorization to Apply.

3.2 QUALIFICATIONS (MANDATORY)

The qualifications section of the response must contain information that will demonstrate to the evaluation committee the Tribal Nation's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet timelines.

3.2.1 EXPERIENCE (SCORED)

- A. Describe services provided by the Tribal Nation that indicate ability to provide services for this RFQQ.
- B. Does the Tribal Nation have a Housing Authority?
- C. Does the Tribal Nation have or partner with a state contracted Weatherization Program?
- D. Describe recent experience with either running a crew, hiring subcontractors, or both to perform the work required of the Tribal Pilot.
- E. Describe additional trainings, certifications, qualifications, or affiliations you believe would be needed to be successful to implement this program.

3.2.2 STAFFING (SCORED)

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of this project including any subcontractors.
- B. Provide the name and experience of the person who will be the lead contact for the project.
- C. List any subcontractors you may want to include to complete your roster of services. Describe what services each would provide.

3.2.3 SCHEDULE (SCORED)

Describe Tribal Nation's ability to meet deadlines, especially on a short time frame, and give examples of how past deadlines have been successfully met.

3.3 QUOTATIONS SECTION

3.3.1 IDENTIFICATION OF COSTS (SCORED)

COMMERCE expects that each applicant has identified a minimum of five households in their Tribal Nation community that meet the low income criteria and have home rehabilitation needs that can be corrected with \$40,000 or less in funding. Identify each individual project Hard Costs for the repair work being performed based on crew cost or subcontractor bid. Tribal Nation to receive 10% of total grant for program oversight. Cap per each home project including 10% admin and work related costs not to exceed \$40,000. Submit proposed projects and estimated project costs by completing **Exhibit D**.

3.3.2 EVALUATION

The score for the cost response will reflect the thoroughness and cost estimate detail provided.

SECTION 4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURES

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

COMMERCE, at its sole discretion, may select the top-scoring firms as finalists to submit additional qualification information, as necessary.

4.2 CLARIFICATION OF RESPONSE

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's Response.

4.3 EVALUATION AND SCORING

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

Qualifications Section – 60%	
Tribal Nation Experience.....15 points (maximum)	50 points
Staff Qualifications.....25 points (maximum)	
Schedule.....10 points (maximum)	
Quotation Section – 40%	
Identification of Costs.....25 points (maximum)	50 points
Project List (Exhibit D)25 points (maximum)	
GRANT TOTAL	100 Points

4.4 NOTIFICATION TO PROPOSERS

Tribal Nations who's Responses have not been selected for further negotiation or award will be notified by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled for an unsuccessful Tribal Nation Response. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Tribal Nation notice is emailed to Applicants. The debriefing must be scheduled within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Tribal Nation's Response. *Comparisons between Responses or evaluations of the other Responses will not be allowed.* Debriefing conferences may be conducted in person or by telephone and will be scheduled for a maximum of thirty (30) minutes.

4.6 PROTEST PROCEDURE

This procedure is available to Tribal nations who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Tribal Nation is allowed five (5) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Tribal Nations 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 Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state 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. All protests shall be addressed to the RFQQ Coordinator.

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 the evaluator
- Errors in computing the score
- Non-compliance with procedures described in this procurement document or current 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 or assessment of the quality of a Response, 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 designated by the Director who was not involved in the procurement, will consider the record and all available facts and issue a decision within ten (10) 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 Tribal Nation that submitted a Response, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ 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:
 - a. Correct the errors and re-evaluate all Responses
 - b. Reissue the solicitation document and begin a new process
 - c. 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 Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

SECTION 5: RFQQ EXHIBITS

Exhibit A: Certifications and Assurances

Exhibit B: Workers Right Certifications

Exhibit C: Tribal Home Rehabilitation Pilot Program Guidelines

Exhibit D: Proposed Project List

Exhibit E: List of Weatherization Providers

Exhibit F: Sample Contract

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the Response 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(s).
2. I/we declare that all answers and statements made in the Response are true and correct.
3. 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 Response.
4. The attached Response 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.
5. In preparing this Response, 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 Response or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.
6. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this Response. All Responses become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Response.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Applicant or to any competitor.
8. I/we agree that submission of the attached Response constitutes acceptance of the solicitation RFQQ requirements 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.
9. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition.
10. I/we grant COMMERCE the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the services contemplated in this procurement.
11. 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 (check 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 Tribal Nation submitting this Response, my name below attests to the accuracy of the above statement. We are submitting a scanned signature on this form with our Response.

Signature of Proposer

Title

Date

Tribal Home Rehabilitation Pilot Program Guidelines

1. **Tribal Home Repair Pilot Program Purpose:** The intent of the Tribal Home Rehabilitation Pilot Program is to create access for tribal households to receive home rehabilitation services and low-income weatherization services.
2. **Pilot Program Funding:** COMMERCE shall award funding to successful Request for Qualifications and Quotations (RFWW) Tribal Nation applicants on a competitive basis.
 - a. **Maximum Awards:** The maximum funding amount for each Tribal Nation Pilot Program is \$100,000.
 - b. **Unobligated Funds:** Any funds not initially awarded or unobligated by April 13, 2021 may be re-obligated at COMMERCE's discretion.
 - c. **Expend or Return:** Tribal Nations shall either expend entire award or de-obligate and return unspent funds by April 13, 2021.
3. **Tribal Nation Pilot Program Projects:** Local Agencies shall identify a minimum of five potential comprehensive projects in their RFQQ Response proposed scope of work application, using the excel spreadsheet(s) provided in the RFQQ (Exhibit D). The number and extent of possible projects will help determine the amount of funding Tribal Nations are requesting. Average household repair cost is estimated to be \$25,000.

COMMERCE acknowledges not all projects initially identified will result in viable projects for these pilots.
4. **Tribal Nation Pilot Program Rules:** Tribal Nations shall follow all Weatherization Matchmaker Program requirements except as amended herein. Since the nature of a Pilot Program is temporary, investigational, and project specific, we request Applicants contact COMMERCE with any questions, concerns, or conflicts.
 - a. **Eligible Clients:** Clients that are income eligible for the Weatherization Program are eligible for the Tribal Pilot Program - 200% Federal Poverty or 60% of state area median income based on family size.
 - b. **Eligible Projects:** Single family homes located on tribal lands that have deferred maintenance requiring correction prior to being able to be weatherized. At minimum 80% of homes repaired must continue in to participate in Weatherization Grant activities.
5. **Pilot Program Reporting:** Tribal Nations shall report Pilot Program and Projects:
 - a. In Weatherization Information Data System (WIDS), and;
 - b. As requested by COMMERCE to capture additional detail and data points.

Proposed Project List

1. Work with Tribal Weatherization or local community action agency weatherization provider to identify low income household homes that have deferred maintenance that inhibits the ability to perform weatherization.
2. Work requiring correction cannot exceed \$40,000 which includes the 10% admin. Average deferral estimated to be \$25,000
3. Document Household Income Eligibility. Weatherization income levels apply. You may use LIHEAP eligibility income data if current participant or if applicant for Weatherization within past six months, use that income verification.
4. Client Priorities: Identify if Elderly, Disabled, Children in Household, High Residential Energy User (HREU); Household With High Energy Burden (HHEB) and Native American.
5. Fill out the attached deferral worksheet with as much information as is available. If you are not sure, input Not Sure.
6. Submit the list of potential projects as part of your RFQQ Response.
7. Not the Post Project Tracking section is reserved for later use and is NOT filled out at application time.
8. Send any questions to **brooke.harris@commerce.wa.gov**.

Client #1:

CLIENT INFORMATION			
Name:		Address:	
Number of Client Priorities (Elderly Disability Children HREU HHEB Native American):			
Receiving Energy Assistance:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Household Size:		Household Income:	\$
REPAIRS			
List of Repairs Needed:			
Repair Cost Estimate:			\$
WEATHERIZATION			
Client Agreeable to Weatherization:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Potential Wx Measures (2 Major Measures Required):			
1. 2. 3. 4.			

Client #2:

CLIENT INFORMATION			
Name:		Address:	
Number of Client Priorities (Elderly Disability Children HREU HHEB Native American):			
Receiving Energy Assistance:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Household Size:		Household Income:	\$
REPAIRS			
List of Repairs Needed:			
Repair Cost Estimate:			\$
WEATHERIZATION			
Client Agreeable to Weatherization:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Potential Wx Measures (2 Major Measures Required):			
1.			
2.			
3.			
4.			

Client #3:

CLIENT INFORMATION			
Name:		Address:	
Number of Client Priorities (Elderly Disability Children HREU HHEB Native American):			
Receiving Energy Assistance:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Household Size:		Household Income:	\$
REPAIRS			
List of Repairs Needed:			
Repair Cost Estimate:			\$
WEATHERIZATION			
Client Agreeable to Weatherization:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Potential Wx Measures (2 Major Measures Required):			
1.			
2.			
3.			
4.			

Client #4:

CLIENT INFORMATION			
Name:		Address:	
Number of Client Priorities (Elderly Disability Children HREU HHEB Native American):			
Receiving Energy Assistance:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Household Size:		Household Income:	\$
REPAIRS			
List of Repairs Needed:			
Repair Cost Estimate:			\$
WEATHERIZATION			
Client Agreeable to Weatherization:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Potential Wx Measures (2 Major Measures Required):			
1.			
2.			
3.			
4.			

Client #5:

CLIENT INFORMATION			
Name:		Address:	
Number of Client Priorities (Elderly Disability Children HREU HHEB Native American):			
Receiving Energy Assistance:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Household Size:		Household Income:	\$
REPAIRS			
List of Repairs Needed:			
Repair Cost Estimate:			\$
WEATHERIZATION			
Client Agreeable to Weatherization:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
Potential Wx Measures (2 Major Measures Required):			
1.			
2.			
3.			
4.			

List of Weatherization Providers

BENTON FRANKLIN COMMUNITY ACTION COUNCIL	COMMUNITY ACTION CENTER	RURAL RESOURCES COMMUNITY ACTION
Address: 720 West Court Street Pasco, WA 99301-4178 Phone: (509) 545-4042, ext. 215 Fax: (509) 545-1449 Congressional District 4: Benton and Franklin Counties	Address: 350 SE Fairmont Road Pullman, WA 99163-5500 Phone: (509) 338-4242 Fax: (509) 334-9105 Congressional District 5: Whitman County	Address: 956 South Main, Suite A Colville, WA 99114 Phone: (509) 684-8421, ext. 6055 Fax: (509) 685-0108 Congressional District 5: Ferry, Lincoln, Pend Oreille, and Stevens Counties
BLUE MOUNTAIN ACTION COUNCIL	COMMUNITY ACTION COUNCIL OF LEWIS, MASON, AND THURSTON COUNTIES	OKANOGAN COUNTY COMMUNITY ACTION COUNCIL
Address: 1520 Kelly Place, #140 Walla Walla, Washington 99362 Phone: (509) 529-4980, ext. 110 Fax: (509) 529-4985 Congressional District 5: Columbia, Garfield, and Walla Walla Counties	Address: 3020 Willamette Drive NE Lacey, WA 98512 Phone: (360) 438-1100, ext. 1120 Fax: (360) 491-7729 Congressional Districts 3, 6, 9, & 10: Lewis, Mason, Thurston, Klickitat, and Skamania Counties	Address: PO Box 1067 Okanogan, WA 98840-1067 Phone: (509) 422-4041 Fax: (509) 826-7339 Congressional District 4: Okanogan County
CHELAN-DOUGLAS COMMUNITY ACTION COUNCIL	HOUSING AUTHORITY OF SKAGIT COUNTY	PIERCE COUNTY COMMUNITY CONNECTIONS
Address: 620 Lewis Street Wenatchee, WA 98801-3435 Phone: (509) 662-6156, ext. 247 Fax: (509) 662-1737 Congressional Districts 4 & 8: Chelan and Douglas Counties	Address: 1650 Port Drive Burlington, WA 98233 Phone: (360) 757-6509 Fax: (360) 757-7913 Congressional Districts 1 & 2: Skagit County	Address: 3602 Pacific Avenue, Suite 200 Tacoma, WA 98418-7920 Phone: (253) 798-3835 Fax: (253) 798-3999 Congressional Districts: 6, 8, & 9: All Pierce County, except City of Tacoma
CITY OF SEATTLE OFFICE OF HOUSING – HOMEWISE PROGRAM	KING COUNTY HOUSING AUTHORITY	SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
Address: PO Box 94725 Seattle, WA 98124-4725 Phone: (206) 684-0354 Fax: (206) 233-7117 Congressional Districts 1 & 7: City of Seattle only	Address: 700 Andover Park West Tukwila, WA 98188-2534 Phone: (206) 214-1240 Fax: (206) 357-2446 Congressional Districts 1, 7, 8, & 9: All King County except City of Seattle	Address: 3000 Rockefeller Avenue, MS 305 Everett, WA 98201-3511 Phone: (425) 388-7202 Fax: (425) 388-7311 Congressional Districts 1 & 2: Snohomish County
OLYMPIC COMMUNITY ACTION PROGRAMS	KITSAP COMMUNITY RESOURCES	SPOKANE NEIGHBORHOOD ACTION PARTNERS
Address: 228 West First Street, Suite J Port Angeles, WA 98362 Phone: (360) 452-4726, ext. 6253 Fax: (360) 457-4331 Congressional District 6: Clallam and Jefferson Counties	Address: 1201 Park Avenue Bremerton, WA 98337-1760 Phone: (360) 473-2150 Fax: (360) 792-8708 Congressional District 6: Kitsap County	Address: 212 West Second Avenue Spokane, WA 99201-3606 Phone: (509) 456-7627, ext. 208 Fax: (509) 744-3374 Congressional District 5: Spokane County

CLARK COUNTY COMMUNITY DEVELOPMENT	HOPESOURCE	OPPORTUNITY COUNCIL
Address: PO Box 9810 Vancouver, WA 98666-9810 Phone: (360) 397-2375, ext. 4540 Fax: (360) 397-2011 Congressional District: Clark County	Address: 700 East Mountain View Avenue, Suite 501 Ellensburg, WA 98926 Phone: (509) 925-1448, ext. 240 Fax: (509) 925-1204 Congressional District 8: Kittitas County	Address: 1322 North State Street Bellingham, WA 98225 Phone: (360) 734-5121, ext. 103 Fax: (360) 671-2753 Congressional Districts 1 & 2: Island, San Juan and Whatcom Counties
COASTAL COMMUNITY ACTION PROGRAM	LOWER COLUMBIA COMMUNITY ACTION COUNCIL	YAKIMA VALLEY FARM WORKERS CLINIC (NORTHWEST COMMUNITY ACTION CENTER)
Address: 117 East Third Aberdeen, WA 98520-0304 Phone: (360) 533-5100, ext. 112 Fax: (360) 532-4623 Congressional Districts 3 & 6: Grays Harbor & Pacific Counties	Address: 1526 Commerce Avenue Longview, WA 98632-0173 Phone: (360) 425-3430, ext. 226 Fax: (360) 425-6657 Congressional District 3: Cowlitz and Wahkiakum Counties	Address: PO Box 831 Toppenish, WA 98948-0831 Phone: (509) 865-7630, ext. 2743 Fax: (509) 865-5116 Congressional District 4: Yakima County South of Union Gap
COMMUNITY ACTION PARTNERSHIP	METROPOLITAN DEVELOPMENT COUNCIL	OPPORTUNITIES INDUSTRIALIZATION CENTER OF WASHINGTON
Address: 124 New 6th Street Lewiston, ID 83501 Phone: (208) 746-3551 Fax: (208) 798-4218 Congressional District 5: Asotin County	Address: 721 Fawcett Avenue South, Suite 201 Tacoma, WA 98402-5503 Phone: (253) 284-7809 Fax: (253) 597-6700 Congressional District 6: City of Tacoma only	Address: 815 Fruitvale Boulevard Yakima, WA 98902-1467 Phone: (509) 853-2275, ext. 208 Fax: (509) 452-2826 Congressional District 4: Adams, Grant, and Yakima Counties, N.Union Gap

TRIBES AND TRIBAL ORGANIZATIONS

YAKAMA NATION HOUSING AUTHORITY	SOUTH PUGET INTERTRIBAL PLANNING AGENCY	SPOKANE INDIAN HOUSING AUTHORITY
Address: PO Box 156 611 S Camas Avenue Wapato, WA 98951 Phone: (509) 877-6171	Address: 3104 SE Old Olympia Hwy Shelton, WA 98584 Phone: (360) 426-3990	Address: PO Box 100 6195 Ford-Wellpinit Road Wellpinit, WA 99040 Phone: (509) 877-6171, ext. 1101



EXHIBIT F - SAMPLE CONTRACT



Tribal Home Repair Pilot Grant with

Washington State Tribal Nation

through

Matchmakers Program
Energy Division

For

Program administration and delivery of Home repair services for low-income households living on tribal trust lands.

Start date: Month Day, Year

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

Face Sheet..... 1

Special Terms and Conditions 2

- 1. Grant Management 2
- 2. Billing Procedures and Payment 2
- 3. Contractor and Subcontractor Data Collection 2
- 4. Culturally Relevant Services 3
- 5. Hiring and Employment Practices 3
- 6. Historical or Cultural Artifacts 3
- 7. Insurance 4
- 8. Match Requirements 5
- 9. Reduction in Funding 5
- 10. Reporting and Invoicing Requirements 6
- 11. Laws and Regulations (Additional) 6
- 12. Washington State Quality Award 6
- 13. Tribal Home Repair Work 7
- 14. Order of Precedence 8
- 15. Sovereign Immunity 8

General Terms and Conditions 9

- 1. Definitions 9
- 2. Access to Data 9
- 3. Advanced Payments Prohibited 9
- 4. All Writings Contained Herein 9
- 5. Amendments 9
- 6. Americans with Disabilities Act (ADA) 10
- 7. Assignment 10
- 8. Attorney’s Fees 10
- 9. Confidentiality/Safeguarding of Information 10
- 10. Conflict of Interest/Ethics 10
- 11. Copyright Provisions 11
- 12. Disputes 11
- 13. Duplicate Payment 12
- 14. Governing Law and Venue 12
- 15. Indemnification 12
- 16. Independent Capacity of the Tribal Nation 12
- 17. Laws 12
- 18. Licensing, Accreditation, and Registration 12
- 19. Limitation of Authority 12
- 20. Noncompliance with Nondiscrimination Laws 13
- 21. Pay Equity 13
- 22. Political Activities 13
- 23. Publicity 13
- 24. Recapture 13
- 25. Records Maintenance 14
- 26. Registration with Department of Revenue 14
- 27. Rights of Inspection 14
- 28. Savings 14
- 29. Severability 14
- 30. Site Security 14
- 31. Subcontracting/Contracting 14
- 32. Survival 15
- 33. Taxes 15
- 34. Termination for Cause 15
- 35. Termination for Convenience 15

36.	Termination Procedures.....	15
37.	Treatment of Assets.....	16
38.	Waiver.....	17

Attachment A - Scope of Work

Attachment B - Budget

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**

1. Tribal Nation Tribal Nation Legal Name Tribal Nation Address		2. Tribal Nation Doing Business As (Optional) Tribal Nation DBA Name	
3. Tribal Nation Representative Tribal Nation Rep Name Tribal Nation Rep Title Tribal Nation Rep Phone Tribal Nation Rep Email		4. Commerce Representative Brooke Harris, Program Manager (360) 688-6907 brooke.harris@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia, WA 98501	
5. Grant Amount \$###,###.##	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Month Day, Year	8. End Date Month Day, Year
9. Federal Agency N/A		CFDA Number: N/A	
10. Tax ID #	11. SWV #	12. UBI #	13. DUNS #
14. Grant Purpose The outcome of this program is to improve the health & safety of single family dwellings occupied by eligible low-income Native Americans located on Tribal Trust Lands. Grant will provide funds for administration and delivery of repair services which enable further weatherization grant services to assist eligible low-income Native American households. 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.			
Commerce, defined as the Department of Commerce, and the Tribal Nation, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents attached or incorporated by reference: Terms and Conditions, Attachment A-Scope of Work, Attachment B-Budget, and Standard Work Specifications.			
FOR TRIBAL NATION _____ Authorized Signature _____ Print Name _____ Title _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

1. GRANT MANAGEMENT

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

The Representative for Commerce is identified on the Grant Face Sheet.

The Representative for the Grantee is identified on the Grant Face Sheet. This Grant shall not be signed by Grantee, and no amendment or modification of this Grant is effective or binding unless first approved by Resolution of the Grantee's Governing Board.

2. BILLING, COMPENSATION, AND PAYMENT

The Grantee payment is based on quarterly 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.

Budget Revisions

Any proposed revisions to the budget or contract must be preapproved by Commerce.

Disallowed Costs

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

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.

Spending Limits

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

3. 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

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

not necessarily limited to minority-owned, woman-owned, and veteran-owned business Contractors/Subcontractors. "Contractors/Subcontractors" shall mean contractors of any tier.

4. CULTURALLY RELEVANT SERVICES SPECIFIC

In performing work pursuant to any Agreement, the Grantee may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Grantee's Nation or other tribes, in accordance with tribal laws and policies.

5. HIRING AND EMPLOYMENT PRACTICES

The Grantee may give preference in its hiring and employment practices to members of the Grantee, or other tribes, who have met all requirements for that position, including, state requirements, and as may be provided by tribal laws and policies.

6. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless Commerce and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

7. 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.
- 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.

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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:

- A.** a description of its self-insurance program, and
- B.** 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:
 - 1. Governmental Accounting Standards Board (GASB);
 - 2. Financial Accounting Standards Board (FASB), and;
 - 3. 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.

8. 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.

9. REDUCTION IN FUNDING

If funding from the state, 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 of Washington requirements may result in reduction of funds.

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

10. REPORTING AND INVOICING REQUIREMENTS

The Grantee shall submit the 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:

Documents	Date Due
Monthly Request for Reimbursement submitted in Contract Management System (CMS)	15 th of the month following expenditures
Current home repair data entered in Weatherization Information Database (WIDS)	15 th of the month following completion
Grant Closeout Report	45 days after close of Grant period

11. LAWS AND REGULATIONS (Additional)

Nothing in this Grant shall operate to cause any laws that would otherwise not apply to Indian trust land or to an Indian tribal entity to apply by virtue of this Grant. This includes, without limitation, the Americans with Disabilities Act of 1990 (“ADA”) an implementing regulations in 28 C.F.R. Part 35. 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.

12. WASHINGTON STATE QUALITY AWARD REQUIREMENTS

RCW 43.185C.210

(5)(a) Except as provided in (b) of this subsection, beginning in 2011, each eligible organization receiving over \$500,000 during the previous calendar year from the transitional housing operating and rent program and from sources including:

- (i) State housing-related funding sources;
- (ii) the affordable housing for all surcharge in RCW 36.22.178;
- (iii) the home security fund surcharges in RCW 36.22.179 AND 36.22.1791; and
- (iv) 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.

(b) Cities and counties are exempt from the provisions of (a) of this subsection until 2018.

RCW 43.185C.240

(1)(b) Any local government receiving more than \$3,500,000 during the previous calendar year from document recording surcharge funds collected pursuant to RCW 36.22.178, 36.22.179, and 36.22.1791, must apply to the Washington State quality award program, or similar Baldrige Assessment organization, for an independent assessment of its quality management, accountability, and performance system. The first assessment may be a lite assessment. After submitting an application, a local government is required to reapply at least every two years.

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

13. TRIBAL HOME REPAIR WORK

Completion of Work

Home repair services performed on tribal trust land dwelling units with funds awarded under this Grant shall be completed and inspected by Grant End Date. Units must receive comprehensive inspection to ensure quality work meets required specifications.

Contractor/Subcontractor Monitoring Requirements

The Grantee is required to have written monitoring procedures for all home repair 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. Payment approval.
- G. Inspections.
- H. Monitoring procedures for any lower-tier entity.

Contractors/Subcontractors shall mean contractors 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.
- By-laws.
- Latest Agency Audit
- Insurance and Bonding Policies Required by the Grant.

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.

Prevailing Wage

State prevailing wage requirements do not apply for work performed under this grant on tribal trust lands.

For those tribes who have tribal prevailing wage, however, the tribe is expected to self monitor the related prevailing wage requirements during the course of performance of the grant.

Records Maintenance – in addition to the General Terms and Condition, Records Maintenance

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

**SPECIAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

The Grantee shall maintain records of the types of work performed and related costs for each project.

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:

- A. Personnel
- B. Job Descriptions
- C. Organizational Chart
- D. Travel
- E. Fiscal Management
- F. Affirmative Action Policy and Plan, including:
 - Location of facilities and accessibility to target populations.
 - Provision for bilingual employees or volunteers, as appropriate.

14. 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
- Standard Work Specifications, incorporated by reference
- Application for funding

15. SOVEREIGN IMMUNITY

Nothing whatsoever in this Grant or any of its attachments, or any conduct related to this Grant, constitutes or shall be construed as a waiver of the Tribal Sovereign Immunity of the Grantee or of the Grantee's tribe, nor does the Grantee hereby assume coverage by any state or federal law that does not otherwise apply to an Indian tribe.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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.
- I. "Tribal Law" means the resolutions, law, codes, and/or ordinances enacted by the Grantee executing this Agreement, and any of the Grantee's tribal court decisions interpreting the same. All references in this Agreement to tribal law shall include any successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

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.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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

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

7. ASSIGNMENT

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

8. ATTORNEYS’ FEES

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

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

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

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. ETHICS/CONFLICT OF INTEREST

The Grantee will comply with all applicable tribal, local, state, and federal ethics laws as well as its own ethics policies.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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.

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 employer 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 grantee 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. 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.

18. 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.

19. 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.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

20. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all applicable federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any applicable 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.

21. PAY EQUITY

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

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

22. 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.

23. 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.

24. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with all 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.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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.

25. 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.

26. REGISTRATION WITH DEPARTMENT OF REVENUE

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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;

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

(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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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.

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

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

37. TREATMENT OF ASSETS

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

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

**GENERAL TERMS AND CONDITIONS
TRIBAL AGREEMENT
STATE FUNDS**

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).

38. 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 household home repairs located on tribal trust land.

A. Program – Overview

The primary objective of the Tribal Pilot Program is to address correction of deferred home maintenance issues for low income households situated on Tribal Nation Lands that can be effectively repaired with grant proceeds totaling less than \$40,000 (repair and admin costs) that further enable the household to participate in the Weatherization Assistance Program grant activities. The key goals are to improve home habitability, increase energy affordability, and improve tribal participation in Weatherization Program grant activities for low income households.

B. Program Administration – Financial Management

Maintain accounting records of expenses incurred for each home repair project completed.

- Submit quarterly invoices for completed projects
- Participate in debrief upon pilot completion to facilitate data compilation

If the Grantee does not expend all of the Tribal Home Repair Pilot Matchmakers funds by the end of the Grant period Commerce may retain the unexpended funds.

C. Program Operations – Home Repair

Complete the home repair projects you proposed in Application Exhibit D as available, or identify and complete additional projects to expend full award request. In the performance of work, comply with applicable federal, state and tribal laws including labor laws as to who can perform work, prevailing wage requirements, and related licensing and insurance requirements.

- D. Ensure that the quality of the materials and the employed workmanship meet the general construction industry standards for the specific project type. Maintain documentation of client eligibility, what work was identified as needing to be completed to facilitate weatherization, what work was done, who performed the work, and what was the cost.
- Submit required data to Commerce quarterly regarding clients, work completed, and cost.
- E. Facilitate Weatherization services of completed repaired homes with identified Tribal Weatherization Program (Spokane Indian Housing Authority, Yakama Nation Housing Authority, and South Puget Intertribal Planning Agency), or with a state recognized Community Action Agency Weatherization Program.

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	\$	
• Health and Safety Related Repair Measures		
TOTAL BUDGET		\$