



**REQUEST FOR
QUALIFICATIONS**

**HEATING CONTRACTORS FOR A WOOD STOVE
REPLACEMENT PROGRAM IN SNOHOMISH COUNTY**

DATE OF RELEASE: SEPTEMBER 24, 2021

DEADLINE OF SUBMISSION: NOON, OCTOBER 15, 2021

Heating Contractors for a Wood Stove Replacement Program in Snohomish County

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Section 1. AGENCY VALUES

1.1 Who We Are. The Puget Sound Clean Air Agency (the Agency) is a municipal corporation created in 1967. Our jurisdiction covers King, Kitsap, Pierce, and Snohomish counties. The Agency works to protect public health, improve neighborhood air quality, and reduce our region's contributions to climate change.

1.2 Statement on Agency Values. Our Agency values an inclusive environment and approach to its work. We believe we are more effective and relevant when we are able to consider a range of perspectives and people, particularly those who traditionally have not had decision-making authority. We also value equity and strive to ensure every person in our region has the same air-related health benefits.

This material is available in alternate formats for individuals with disabilities. Contact Customer Services Specialist by e-mail: RFP@pscleanair.org, or by phone: (206) 689-4050 or (800) 552-3565, ext. 4050.

1.3 Minority and Women-Owned Business Participation. It is the Agency's policy that small businesses, minority and women's business enterprises (MWBE) have the opportunity to carry out Agency contracts. Bidders, and their vendors of goods and services related to this contract, should give equal consideration to all individuals who may work on this contract. Bidders should take all necessary steps to ensure that small businesses and MWBEs have the opportunity to carry out contracts and agreements with the Agency. Participation may be either on a direct basis in response to this Request or on a subcontractor basis.

While MWBE participation is not required, it is highly encouraged. However, the Agency will not give preference to proposals with MWBE participation and proposals will still be considered if they do not include MWBE participation.

Bidders cannot discriminate on the basis of race, creed, color, national origin, religion, age, gender, marital or veteran status, or the presence of any sensory, mental or physical handicap in the award and performance of contracts and subcontract agreements. Any affirmative action requirements set by federal regulations or statutes included or referenced in contract documents will apply.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at (360) 664-9750 or www.omwbe.wa.gov to obtain information on certified firms.

1.4 Title VI. The Agency abides by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000D et seq., and the Civil Rights Restoration Act of 1987 (P.L. 100.259), which prohibits discrimination on the basis of race, color, national origin, or sex in programs and activities receiving federal financial assistance. The Agency will ensure that no individual or entity will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency-sponsored program or activity. Any bidder will be given full opportunity to submit bids and no bidder will be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Section 2. PURPOSE AND SCHEDULE

2.1 Purpose. The Puget Sound Clean Air Agency requests bids for the following project according to the terms and conditions attached. In this Request, the terms "bidder," "contractor," and "consultant" are used interchangeably and refer to you or your business.

The purpose of this RFQ is to solicit responses from qualified heating contractors to provide services for the Puget Sound Clean Air Agency's residential Wood Stove Removal and Replacement Program (WSRP or Program) offered in Snohomish County. This program is a continuation of the Agency's efforts to remove older, highly polluting wood stoves from use.

Bidders meeting the Agency's eligibility requirements will be invited to be included on the WSRP Heating Contractor Roster which will allow them to participate in the grant-funded WSRP.

Only Bidders pre-screened and selected by the Agency through this RFQ process will be invited to be on the WSRP Roster, and only those that complete the mandatory training and a Contract with the Agency to implement the program as required will be added to the roster. **To participate in the WSRP, a Contractor must be listed on the WSRP Heating Contractor Roster.**

All Bidders who are deemed by the Agency to meet eligibility requirements will be invited to be on the roster – there is no limit to the number of heating contractors that may be listed on the roster.

2.2 Schedule. The following is a tentative schedule of events:

| Date | Event |
|--------------------|---|
| September 24, 2021 | Release of Request |
| September 30, 2021 | Q&A session* for prospective bidders (optional) 10 am, Pacific Time via zoom https://us06web.zoom.us/j/87567437412 |
| October 1, 2021 | Agency begins review of submitted responses |
| October 15, 2021 | Proposals due by 12 p.m., noon, Pacific Time |
| October 18, 2021 | Agency list of qualified responders compiled |
| October 19, 2021 | Notification letters sent to all responders |

| | |
|---------------------|----------------------------------|
| October 19-22, 2021 | Contract preparation period |
| October 11-22, 2021 | Mandatory Contractor Training(s) |
| October 25, 2021 | Contract term begins |
| June 30, 2021 | Contract terminates |

* The Agency strongly recommends that bidders **attend the Q&A session** to ensure that they are able to submit a complete response to the RFQ. Responses will be evaluated upon receipt to determine if the Bidder meets eligibility requirements.

2.3 Contact Project Manager for Further Information. Questions on the requirements of this Request or how to apply should be directed by telephone, e-mail, or in writing to the Project Manager.

| | |
|------------------|---|
| Project Manager: | Amy Warren |
| Phone Number: | 206-689-4092 |
| E-mail address: | AmyW@psc Clean Air.gov |
| Mailing Address: | 1904 Third Avenue, Suite 105 Seattle, WA 98101 |

The Agency Project Manager identified above is the sole point of contact in the Agency for this Request. Any other communication will be considered unofficial and non-binding on the Agency.

Section 3. BACKGROUND AND SCOPE OF SERVICES

3.1 Background

In accordance with the Puget Sound Clean Air Agency strategic plan goal of reducing emissions and exposures from wood smoke, the WSRP will help residents in the Program's service area to remove and recycle the oldest, most polluting wood-burning and coal-burning devices and in some cases switch to cleaner-heating devices.

Eligible Snohomish County residents can receive an incentive of \$1,500 (for gas or pellet devices) or \$2,000 (for electric heat pumps) to use towards the replacement cost for a new, cleaner heating system (does not include wood stoves or inserts), in exchange for scrapping an old program-approved wood- or coal-burning device; see Table 1. The incentive will take the form of a point-of-sale discount for an approved heating device sold to them by a program-approved

Contractor from the WSRP Heating Contractor Roster. The Agency will reimburse participating Contractors for the point-of-sale discount of \$1,500 or \$2,000 (depending on approved device). The replacement program will have an emphasis on those for whom a wood stove/insert is their only adequate source of heat, as well as the general public using a wood stove/insert for supplemental home heat.

The Agency reviews all WSRP applications to confirm the resident lives in the program area and has a wood- or coal-burning device eligible for removal and replacement. Contractors are required to confirm a device is eligible prior to removal. If the device is questionable, the Contractor should consult with the Agency Project Manager for further review and determination.

The Agency continues to leverage its program with those of the county, cities, local heating-assistance agencies, utilities, heating partners and others to offer a well-rounded program that gets old, polluting wood stoves or fireplace inserts out of use, and helps residents make insulation and energy-efficiency improvements so future cleaner heating is both more-affordable and sustainable.

The Contractor must leverage any applicable utility rebates. The utility rebate should be provided in addition to the Agency incentive. For example, if the customer’s utility provides a \$500 rebate for installation of a ductless heat pump, the customer would receive a combined incentive of \$2,500 (\$500 utility rebate combined with \$2,000 Agency discount) and the customer would pay any remaining cost. Similarly, if the customer’s utility provides a \$350 rebate for installation of a gas furnace, the customer would receive a combined incentive of \$1,850 (\$350 utility rebate combined with \$1,500 Agency discount) and the customer would pay any remaining cost.

The Agency anticipates approximately 185 wood stove removal and replacement projects in Snohomish County will occur during the proposed, grant-funded program. Projects will be funded only as total Program funding allows, based on participation levels in the various elements of the WSRP.

| Table 1: Program Summary Removal and Replacement Program | |
|---|--|
| Eligible Customers (meet all these criteria) | Homeowners or property owners of rental homes in Snohomish County and have not participated in a previous Agency Program. |
| Eligible Devices (meet one of these criteria) | Have one of the following installed and operable eligible devices: <ul style="list-style-type: none"> • Uncertified or wood stoves and fireplace inserts • Pre-2020 EPA-compliant, certified wood stoves and fireplace inserts • Free-standing wood-burning fireplaces • Wood-burning furnaces • Residential coal-burning devices |

| | |
|----------------------------|---|
| Replacement Options | Heating equipment meeting Program and utility efficiency or EPA solid fuel device emission requirements: <ul style="list-style-type: none"> • Electric ductless heat pumps • Whole-house electric heat pumps • Natural gas or propane furnaces or boilers • Natural gas or propane stoves or inserts • EPA certified pellet stoves or inserts |
| Program Incentives | <ul style="list-style-type: none"> • Snohomish County participants are eligible for a \$1,500 or \$2,000 financial incentive toward cost of new heating device in exchange for scrapping eligible old wood or coal device. • Removal-only incentives of \$350 offered directly to residents not participating in the replacement portion of the program who scrap their eligible device (this incentive is outside the scope of this RFQ). |

3.2 Scope of Services

Specific tasks under this Request will include:

| | |
|----------------|---|
| Task 1: | <p>Meet with WSRP customers to provide an estimate for program-approved new heating equipment as well as removal and recycling of old device</p> <p>Customers with an eligible wood- or coal-burning device will be issued a coupon by the Agency which directs the customer to: get project estimates from one or more contractors on WSRP Contractor Roster, choose a contractor, select the new program-approved device; provide contractor with unique WSRP coupon, pay any required deposit, and arrange for installation.</p> <p>The selected contractor will:</p> <ol style="list-style-type: none"> 1) Meet with customer and confirm customer has a WSRP-issued coupon and a WSRP-eligible device; if necessary, complete onsite review. 2) Explain the installation process to the customer. 3) Specify equipment and present customer with a bid and installation estimate, including the removal and recycling of the old wood- or coal-burning device. 4) Verify new heating equipment meets WSRP efficiency and/or emission requirements (see Table 2). <ol style="list-style-type: none"> a) Identify eligible utility rebate (if any) and application process. b) Any and all costs above the Program incentive of \$1,500 (gas or pellet device) or \$2,000 (electric heat pump) are the responsibility of the customer. |
|----------------|---|

| | |
|----------------|---|
| Task 2: | <p>Installation, Documentation, and Recordkeeping</p> <p>Once a customer selects a contractor and new heating device, the contractor will:</p> <ol style="list-style-type: none"> 1) Submit Proof of Work Order to the Agency in order to verify WSRP funds are reserved; Contractor may proceed with replacement project upon receiving a confirmation e-mail from Agency Project Manager or designee. 2) Obtain permit(s) and schedule installation. 3) Remove and render old wood- or coal-burning device inoperable. If a fireplace insert is removed and not replaced with a new insert, install an Agency-provided inflatable chimney balloon and collect chimney pledge from customer. Recycle the old device for metal scrap. 4) Supply and install equipment per permit requirements. 5) Take required photo documentation; obtain required signatures from customers, installers, and recyclers. 6) Provide customer training for how to use new equipment. 7) Submit to Agency the Proof of Completion/Request for Reimbursement with required photo documentation, copy of itemized customer invoice, invoice for reimbursable incentive amount, copy of permit, completed and signed Coupon with Certificate of Destruction, completed chimney balloon homeowner pledge (if applicable), and Recycling Report. |
| | <p><i>See Appendix 7 for a detailed workflow description.</i></p> |

Equipment Requirements:

Only equipment referenced next in Table 2 is eligible for installation through the Wood Stove Removal and Replacement Program. Click on the links provided for specific efficiency and/or emissions requirements.

Additional details of the program are summarized in Appendix 7 (Workflow).

TABLE 2

| Equipment Type | Efficiency and/or emissions requirements for WSRP devices |
|-------------------------------------|--|
| Ductless heat pumps | Snohomish County PUD: <ul style="list-style-type: none"> • https://www.snopud.com/conservation/heating.ashx?p=3166 Puget Sound Energy (PSE): <ul style="list-style-type: none"> • https://www.pse.com/rebates/heating/ductless-heat-pump-rebate |
| Air-source (whole-house) heat pumps | Snohomish County PUD: <ul style="list-style-type: none"> • https://www.snopud.com/conservation/heating.ashx?p=3166 PSE Forced-Air Furnace to Air-Source Heat Pump Conversion Rebate: <ul style="list-style-type: none"> • https://www.pse.com/rebates/heating/forced-air-furnace-to-air-source-heat-pump-conversion-rebate |
| Gas furnaces | Puget Sound Energy: <ul style="list-style-type: none"> • https://www.pse.com/rebates/heating/forced-air-furnace-rebate Cascade Natural Gas: <ul style="list-style-type: none"> • https://www.cngc.com/wp-content/uploads/PDFs/Conservation/2021_rebates/Residential-Incentive-Sheet-Final.pdf |
| Gas boilers | Puget Sound Energy Boiler Only: <ul style="list-style-type: none"> • https://www.pse.com/rebates/heating/boiler-rebate Cascade Natural Gas: <ul style="list-style-type: none"> • https://www.cngc.com/wp-content/uploads/PDFs/Conservation/2021_rebates/Residential-Incentive-Sheet-Final.pdf |
| Gas stoves or fireplace inserts | Natural gas or propane equipment must meet Canadian P4 FE of 70 percent or better, be direct vent and have electronic ignition. <p>See EnerGuide website for qualifying models: https://oee.nrcan.gc.ca/pml-lmp/index.cfm?action=app.search-recherche&appliance=FIREPLACE_G</p> Cascade Natural Gas rebate: <ul style="list-style-type: none"> • https://www.cngc.com/wp-content/uploads/PDFs/Conservation/2021_rebates/Residential-Incentive-Sheet-Final.pdf |
| Pellet stoves or fireplace inserts | Must be EPA 2020 compliant, certified, and have an EPA-listed Overall Efficiency – HHV of 75% or greater. See current database of certified solid-fuel-burning devices and their efficiency on EPA’s web site: <ul style="list-style-type: none"> • https://cfpub.epa.gov/oarweb/woodstove/index.cfm?fuseaction=app.search |

Section 4. CONTENTS OF PROPOSALS

Proposals must include all the following information:

- **Questionnaire**
 - Appendix 6, completed and signed by bidder
- **Signed Appendices**
 - Appendix 1: Response Form Title Page
 - Appendix 2: Certifications and Assurances
 - Appendix 3: Certification Regarding Debarment, Suspension and Other Responsibility Matters

Section 5. HOW TO SUBMIT A PROPOSAL

Proposals may be submitted to the Agency electronically or by hard copy.

Proposals need to be complete and delivered to the Agency on time – 12:00 p.m., Noon, Pacific Time on Friday, October 15, 2021.

Once the Agency receives a proposal, it is considered final. If the bidder needs to resubmit or edit a proposal, the revised proposal still needs to be complete and resubmitted before the deadline. To be fair to all bidders, the Agency cannot accept any late proposals.

Do not send samples of work unless requested by the Agency.

5.1 Submit a Proposal Electronically. To submit a proposal electronically, send as an attachment to an e-mail message to Customer Services Specialist at RFP@pscleanair.gov. Proposals need to be received by the Agency by 12 p.m., Noon, Pacific Time on October 15, 2021.

Attachments to an e-mail message must be in Microsoft Word format, Microsoft Excel or Adobe PDF. Do not send zipped files as they may not open properly. The Agency does not assume responsibility for any problems in e-mail transmissions.

Bidders must include the title of the project and the name of the project manager in the subject line of the e-mail. Bidders submitting proposals by e-mail must include with their proposal, signed and scanned copies of Appendix 1 (Request Response Form-Title Page), Appendix 2 (Certification of Assurances), Appendix 3 (Certification of Debarment), and Appendix 6 (Questionnaire).

5.2 Submit a Proposal by Hard Copy. Hard copy proposals must use the following format:

- Submitted on white paper, printed double-sided, and stapled (not bound). Recycled paper is encouraged.
- No longer than twenty (20) 8½ x 11 double-sided sheets of paper.

Submit one complete copy in a sealed envelope that includes the name and address of the bidder in the upper, left-hand corner. The complete set of materials should include original signatures. The Agency address must contain the name of the project, the project manager, and the term **CONFIDENTIAL**.

Proposals need to be received by 12:00 p.m., noon Pacific Time on October 15, 2021, and must be delivered to:

**Receptionist
Puget Sound Clean Air Agency
1904 Third Avenue, Suite 105
Seattle, WA 98101**

Bidders should allow normal delivery time to ensure their proposal arrives on time. The Agency assumes no responsibility for delays caused by any delivery service, including the U. S. Postal Service.

5.3 Revisions to the Request. The Agency reserves the right to revise, cancel, or reissue the Request in whole or in part, prior to the execution of a contract.

If a bidder downloaded this Request from the Agency website located at: <http://www.pscleanair.gov/302/Open-Requests-for-Proposals-RFPRFQ>, the bidder is responsible for sending the bidder's name, e-mail address, and telephone number to the Project Manager in order for the bidder's business/organization to receive any Request Addenda.

In the event it becomes necessary to revise any part of this Request, the Agency will notify by e-mail all potential bidders that have notified the Project Manager of their interest in submitting a proposal of any changes made. Revisions will also be posted on our website: <http://www.pscleanair.gov/302/Open-Requests-for-Proposals-RFPRFQ>.

5.4 Q&A Related to Request Posting. Questions from bidders and the Agency's responses will be posted for anyone else to view on the webpage noted above.

5.5 Proposals Become Property of the Agency. Once submitted, all proposals become the property of the Agency, and are subject to disclosure under the state public disclosure laws. Any information in a proposal that a bidder desires to claim as proprietary and exempt from disclosure under RCW 42.56 or 70.94.205 must be: clearly labeled and the particular exemption being relied upon 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 and the specific information claimed to be exempt must be highlighted or circled on each page. Marking the entire proposal exempt from disclosure or as proprietary information will not be honored. The Agency will consider a bidder's request for exemption from disclosure to the extent permitted by law.

Section 6. EVALUATION AND SELECTION

6.1 Proposal Evaluation Criteria. The Agency will evaluate all proposals based on the eligibility requirements below. See Section 3 for a more detailed explanation of the project and Section 4 for expected proposal contents.

| Proposal Evaluation |
|---|
| <p>Eligibility Requirements To be invited onto the WSRP Heating Contractor Roster, bidders must meet all the requirements listed below:</p> <ol style="list-style-type: none"> 1. Be physically located within King, Snohomish or Skagit County <u>and</u> provide services within Snohomish County. 2. Demonstrate sufficient experience removing wood- or coal-burning devices. 3. Demonstrate sufficient ability or experience rendering inoperable wood- or coal-burning devices. 4. Be able to prove that eligible devices have been removed and rendered inoperable by taking and submitting digital before and after photos to the Agency. Acceptable methods of rendering inoperable include removal of the device’s door(s) or bludgeoning the device’s flue collar, with a digital photo providing proof. 5. Offer for sale and provide installation of devices in at least one category of the approved heating equipment “replacement options” of the WSRP, as outlined in Table 2. 6. If offering electric ductless heat pumps and/or air-source (whole-house) heat pumps through the WSRP, be listed on the Contractor roster maintained by Snohomish County Public Utility District (SnoPUD); and if offering gas furnaces and/or gas boilers, be listed on at least one of the Contractor rosters maintained by Puget Sound Energy or Cascade Natural Gas. Provide proof of being on the utility roster. 7. Be able to prove that removed devices have been recycled. Required methods include completed and submitted WSRP forms, signed by the contractor and recycler. 8. Pass review of reference checks, licensing, and consumer complaints. 9. Pass review of Contents of Proposals, noted in Section 4. Incomplete responses to any of the required elements of Section 4 will disqualify a bidder. 10. Enter into a contract with the Agency to provide the services at the agreed-upon rates; see Appendix 4 for a copy of the standard portions of the Agency’s contract language. 11. Maintain continuous compliance with all terms of the contract. |
| <p>Additional experience desired, but not required, by the Agency includes:</p> <ol style="list-style-type: none"> 1. Previous experience working with the Agency on wood stove removal/replacement programs. 2. Ability to work with program participants for whom English is not their first language. |

The Agency reserves the right to select a bidder based solely on the submitted proposal, without further discussion. All submitted proposals are considered final. Therefore, bidders should only submit their strongest proposal.

6.2 Selection of Successful Bidder(s). The successful bidder(s) will be selected based on the above eligibility requirements. Selection is expected to be made no later than October 18, 2021.

Section 7. CONTRACT TERM

The contract is expected to start on October 25, 2021 and continue through June 30, 2023. Any amendments extending the project timeline or scope will be decided solely by the Agency.

Section 8. CONTRACT PREPARATION

A selected bidder will enter into a contract with the Agency as a condition of receiving funds. Contract preparation will begin as soon as a bidder is selected, and all bidders are notified of the Agency's decision. Before beginning contract discussions with the Project Manager, the successful bidder should become familiar with the Agency's standard contract language. This contract language is included in the Request as Appendix 4 and Appendix 5 and will be used by the Agency for any contract resulting from this Request.

Section 9. GENERAL INFORMATION FOR ALL BIDDERS

9.1 Appendices. The attachments to the Request, identified as Appendices 1, 2, 3, 4, 5, and 6 are an integral part of the Request and set forth policy and compliance requirements.

9.2 Rejection of Proposals. The Agency reserves the right to reject any and all proposals received without penalty and to not issue a contract as a result of this Request.

The Agency will reject a proposal for any one of the following reasons:

- A proposal does not include all the information listed in Section 4 of this Request, Contents of Proposals.
- A proposal is received any time after this Request's deadline.
- A proposal is not signed by the bidder or any submitted signature is illegible.
- A proposal does not contain signed Appendices 1, 2, 3, and 6.
- A proposal does not meet the requirements listed in Section 6.1.

9.3 Discrepancies. If discrepancies between sections or other errors are found in a proposal, the Agency may reject the proposal. However, the Agency may correct any mathematical errors at its

discretion. Bidders are responsible for all errors or omissions in their proposals and any errors will not diminish a bidder's obligations to the Agency.

9.4 Clarifications. The Agency reserves the right to obtain clarification of any information in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal.

9.5 Agency Not Obligated by This Request. The Agency is not obligated to contract or fund the scope of work outlined in this Request. Funds shall only be approved or expended by the Agency subsequent to execution of a contract between the Agency and a successful bidder.

The Agency will not be liable for any costs incurred by any bidder in preparation of a proposal submitted in response to this Request, in conduct of a presentation, or any other activities related to responding to this Request. No reimbursement of time, material or travel expenses will be made by the Agency, regardless of the results of the selection process.

Bidders should be prepared that contract negotiations may incorporate some or all of this Request or a bidder's proposal. Submitted proposals will become part of the Agency's records as related to this Request. For more information on public disclosure, see section 5.5.

Section 10. PROTEST PROCEDURE

10.1 Who May Protest. Any bidder who submits a proposal in response to this Request may protest the Agency's selection of a successful bidder. Protests must be submitted in writing to the Agency within seven (7) calendar days of receiving written notification from the Agency of the selection of the successful bidder. (A protest is considered submitted to the Agency on the date the Agency actually receives the protest, not the date the protest is mailed.)

10.2 Protest Procedures Must Be Followed. Bidders protesting the Agency's selection of a successful bidder must follow the procedures in this section. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this Request.

10.3 Protest Procedures. All protests must be in writing and signed by the protesting party or an authorized agent of the protesting party. Protests must include the name and address of the protesting party, a detailed description of the specific reasons for the protest and all supporting documentation for the stated reasons, and the specific relief requested by the protesting party. Protests must be addressed to the Agency Project Manager. Protests may be submitted by e-mail or hard copy.

The only protests the Agency will consider must be based upon one or more of the following:

- A matter of bias, discrimination or conflict of interest by the evaluator, or
- Errors in calculating evaluation scores, or

- Noncompliance with procedures described in the Request.

Protests will be rejected as without merit if they address issues such as an evaluator's judgment on the quality of a proposal, or the Agency's assessment of its own needs or the needs or requirements of other agencies.

10.4 Protest Review. The Agency will review a protest once it is received by the Agency. The Agency Executive Director or designee who was not involved in evaluating the Request's bids will consider all available information and issue a written decision. Decisions are usually issued within ten business days of receipt of the protest.

If a protest may affect the interest of other bidders that submitted proposals, the Agency will provide such bidders an opportunity to submit their views and any relevant information on the protest to the Agency. All relevant information will be considered during the protest review.

Agency Determinations. After reviewing a protest, the Agency will make one of the following determinations:

- The protest lacks merit and uphold the original action, or
- There were technical or harmless errors in the Request process, but the Agency is in substantial compliance, and the protest is rejected, or
- The protest has merit and the Agency will take appropriate action, which may include:
 - Correct the errors and reevaluate all proposals, or
 - Reissue the Request and begin a new process, or
 - Other courses of action as appropriate.

If the Agency determines the protest is without merit or rejects the protest, the Agency may proceed with contracting with the originally successful bidder. If the Agency determines the protest has merit, the Agency will take one of the alternatives described above.



**PUGET SOUND
Clean Air Agency**

RFP APPENDIX 1

RESPONSE FORM – TITLE PAGE

The individual who signs this agrees to provide the services and items at the price stated, subject to the conditions and requirements of this proposal. The proposal must be signed by someone with the authority to legally bind the bidder.

This proposal will remain in effect for _____ days (*minimum 120*) from date submitted.

Upon award, the prices will remain in effect for _____ months (*minimum 12*) from the date of the contract.

Bidder Identification and Authorized Signature:

Firm Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Please state below who the Puget Sound Clean Air Agency should contact if we have questions regarding this proposal:

Title: _____

Name: _____

Phone: _____

E-Mail: _____



RFP APPENDIX 2
CERTIFICATIONS AND ASSURANCES

The following certifications and assurances are a required element of a proposal and required for an award or continuation of a contract. The bidder who signs below certifies that all statements are true.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consulting, communicating, or agreeing with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of a minimum of 120 days following receipt. The agency may accept the proposal without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the agency whose duties related (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to this assurance is described in full on a separate page and attached to this document.
5. I/we understand that the agency will not reimburse me/us for any costs incurred in preparing this proposal. All proposals become the property of the agency and I/the company claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the proposal.
6. Unless otherwise required by law, the prices and/or costs data which I/we submitted have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly or indirectly to any other bidder or to any competitor.
7. I/we agree that submitting the attached proposal constitutes acceptance of the agency's solicitation contents and the attached sample contract and general terms and conditions. If I/we have any exceptions to these terms, they are described in detail on a page attached to this document.
8. I/we have not induced any other person or firm to submit, or not submit a proposal for the purpose of restricting competition.

If submitted electronically, signer agrees:

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements:

Signature of Bidder

Printed Name of Bidder

Title

Date



RFP APPENDIX 3

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



RFP APPENDIX 4

Standard Portion of Puget Sound Clean Air Agency Contract

7. **Changes.** The Agency may, from time to time, require changes to this contract. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to the contract.

8. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to the Contractor of such termination and by specifying the effective date of the termination. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Agency shall pay to the Contractor the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Contractor such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

9. **Agency Access to Data and Records.** (a) The Contractor shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes, but is not limited to, all information that supports the findings, conclusions and recommendations of the Contractor's reports and deliverables, including computer models and the methodology for those models. (b) The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract. The Contractor 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 contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

10. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

11. **Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to completion of the work in this contract, the Agency may at its sole option:

- (a) terminate this contract with 30 (thirty) days advance written notice. If this contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination;
- (b) renegotiate the terms of the contact under new funding limitations and conditions;
- (c) suspend work performed under this contract for a temporary period upon written notification of the suspension and the suspension period; or
- (d) after a review of the status of expenditures and deliverables, extend the end date of this contract and postpone deliverables or portions of deliverables.

The Agency may also suggest such other alternative as the parties mutually agree to in writing.

12. **Copyright Provisions.** Unless otherwise provided, all materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency 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 Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, 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, communications, 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 contract, but that incorporate pre-existing materials not produced under the contract, the Contractor hereby grants to the Agency 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, 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 contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

13. **Contractor Not An Employee of the Agency.** The Contractor and the Agency intend that an independent contractor relationship will be created under this contract. The Contractor and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Contractor will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Contractor.

14. **Indemnification.** The Contractor shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising

directly or indirectly due to any act or omission of the Contractor, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.

15. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties.

16. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

17. **Payroll and Taxes.** The Contractor assumes full and sole responsibility for the payment of all wages, unemployment contributions, payroll taxes, use, sales, income or other form of taxes, fees and licenses.

18. **Licensing, Accreditation, and Registration.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

19. **Industrial Insurance Coverage.** The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If a Contractor is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the Agency and guarantee payment of such amounts.

20. **Other Insurance.** The Contractor shall provide the Agency with evidence of current liability insurance coverage of at least \$1,000,000.

21. **Waiver.** A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract. 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 contract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

22. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Contractor, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter. The venue of any action brought under this contract shall be the superior Court of King County, Washington.

23. **Certification regarding Debarment.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements regarding debarment in all subcontracts into which it enters. The Contractor shall immediately notify the Agency if, during the term of this contract, the Contractor becomes debarred. If Contractor becomes debarred during the term of this contract, the Agency may, at its sole option, immediately terminate this contract by providing written notice to the Contractor.

24. **Nondiscrimination.** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance.

25. **Title VI.** During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Agency, the Washington State Department of Transportation (WSDOT) or the United States Department of Transportation (USDOT) as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the Agency shall impose such sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the Agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

26. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Contractor should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program.

27. **Third Party Beneficiary.** The State of Washington is named as an express third party beneficiary of this contract with full rights as such.

28. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

29. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

30. **Content and Understanding.** This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.



RFP APPENDIX 5
TITLE VI OF THE CIVIL RIGHTS ACT &
DISADVANTAGED BUSINESS ENTERPRISE (DBE) QUESTIONNAIRE

The Puget Sound Clean Air Agency (Agency) is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, national origin or sex, as provided by the Title VI of the Civil Rights Act of 1964. Any person who believes they—or with a specific class of persons—were subjected to discrimination on the basis of race, color, national origin, or sex in Agency programs and activities may file a Title VI complaint. Contract No. _____ is subject to Title VI and its implementing regulations. As such, please complete this questionnaire and return to the Agency with all requested records prior to the end of the contract term.

| | | | |
|---|--|---------------|----------|
| Contact Name | | Phone Number | |
| Business Name <i>(if applicable)</i> | | Contact Email | |
| Street Address | | | |
| City | | State | Zip Code |

1. Contract No. _____, section _____ requires that with regards to the work done pursuant to the contract, you will not discriminate on the grounds of race, color, sex or national origin in the selection or retention of sub-contractors, including procurement of materials and leases of equipment. In the past year, have you received any complaints alleging discrimination on the grounds of race, color, sex or national origin? If yes, provide copies of all complaints to the Agency. If you have received any complaints, please tell the Agency in writing what you have done to address each complaint.

2. Pursuant to Title VI of the Civil Rights Act, the Agency is required to collect demographic (race, color, sex, national origin) statistics regarding participation in programs or activities receiving federal assistance. Please provide the above demographic data regarding the owner(s) of _____ [*name of contractee*]. Providing this information to the Agency is voluntary and disclosure is not required to participate in Agency programs and activities.

Empty response area for question 2.

3. Please identify the person(s) or employee(s) dedicated to ensuring compliance with anti-discrimination laws and regulations on behalf of your organization. Providing this information to the Agency is voluntary and disclosure is not required to participate in Agency programs and activities.

Empty response area for question 3.

4. The Agency encourages participation by entities certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in all of its contracts, which is a subset of Disadvantaged Business Enterprises (DBE). 1) Please describe the activities undertaken to meet OMWBE requirements for or pursuant to Contract No. _____, including which, if any, MWBEs have been awarded work under this Contract. 2) Additionally, include what outreach and notification of contracting opportunities was conducted to MWBEs under Contract No. _____. Please provide documents regarding these activities to the Agency.

[Empty response area for providing details on OMWBE participation and outreach activities.]

5. What experience does your company have working with the Puget Sound Clean Air Agency, utility companies and/or energy efficiency programs, particularly addressing the needs of customers transitioning from old, uncertified wood stoves or fireplace inserts to cleaner heating devices (hearth and/or HVAC)? Please describe.

6. Does your company offer heating, ventilation, and air conditioning (HVAC) products (ductless heat pumps, air-source heat pumps, gas furnaces and/or gas)? If so, please attach a current copy of the Contractor roster(s) for Puget Sound Energy, Cascade Natural Gas and/or Snohomish County PUD to document that your firm is on one of their rosters and for which products.

7. Please list any subcontractors you would be working with. Describe what skills they will bring to the project. Also, outline what portions of the project they would be completing.

| Contractor Name | Skills | Project Duties |
|-----------------|--------|----------------|
| | | |
| | | |
| | | |
| | | |
| | | |

8. Does your company have the ability to work with program participants for whom English is not their first language? If so, please describe.

9. Describe other areas of specialty or expertise that are relevant to this RFQ or specify “none”.

15. Please provide at least three (3) references for similar work your company has completed within the last two years.

Reference 1

Name:

Affiliation/Organization:

Address:

Phone:

Email:

Scope of services provided
to this reference:

When work was completed:

Reference 2

Name:

Affiliation/Organization:

Address:

Phone:

Email:

Scope of services provided
to this reference:

When work was completed:

Reference 3

Name:

Affiliation/Organization:

Address:

Phone:

Email:

Scope of services provided
to this reference:

When work was completed:

16. Please complete Table 1, following these instructions:

- To be considered for the WSRP Roster, identify all categories of replacement heating equipment offered by your company by indicating Yes or No, in Table 1. The WSRP Contractor Roster will identify all heating equipment types sold by each Contractor.
- Equipment Eligibility Requirements: To be eligible for reimbursement, equipment must meet the WSRP's efficiency and emissions requirements (noted in RFQ, Table 2).

TABLE 1

| Replacement Device Category | Please note YES or NO products available from by your company that meet the WSRP's <u>Equipment Eligibility Requirements</u> (see RFQ, Table 2) |
|------------------------------------|---|
| Gas stoves or fireplace inserts | |
| Pellet stoves or fireplace inserts | |
| Ductless heat pumps | |
| Air-source heat pumps | |
| Natural gas or propane furnaces | |
| Natural gas or propane boilers | |
| | |
| | |

17. Additional qualifications (Optional)

I hereby certify that the information provided in this questionnaire is accurate to the extent of my knowledge.

Company Name

Name (print)

Title

Signature

Date



RFQ APPENDIX 7

WORK FLOW FOR THE WOOD STOVE REMOVAL AND REPLACEMENT PROGRAM (“WSRP”)

- 1. Agency will:**
 - a. Market and promote the WSRP program.
 - b. Recruit and prequalify eligible customers.
 - c. Issue coupons/certificates for point-of-sale discount to qualified customers.
 - d. Refer customers to the WSRP Contractor Roster.
- 2. Contractors will:**
 - a. Meet with customer and confirm customer has a WSRP-eligible device; if necessary, complete onsite review.
 - b. Explain the installation process to the customer.
 - c. Specify equipment and present customer with a bid and installation estimate.
 - i. Identify eligible utility rebate (if any).
 - ii. Verify heating equipment meets WSRP efficiency and/or emission requirements (see Table 2 in RFQ, Scope of Services).
- 3. Customers will:**
 - a. Get project estimates from one or more Contractors on WSRP Contractor Roster.
 - b. Choose a Contractor.
 - c. Select the new device, provide Contractor with unique WSRP coupon, pay any required deposit, and arrange for installation.
 - d. The customer is responsible for all costs above the stated coupon value of \$1,500 or \$2,000.
 - e. The customer should coordinate if they or Contractor will apply for utility rebate (if any).
- 4. Contractors will:**
 - a. Submit Proof of Work Order to the agency in order to verify WSRP funds are reserved; Contractor may proceed with replacement project upon receiving a confirmation e-mail from agency Project Manager or designee.
- 5. Agency will:**
 - a. Review the project specifications contained on the Proof of Work Order form.
 - b. Reserve incentive funds if the work order is approved.
 - c. Issue a notice to Contractor to proceed via e-mail.
- 6. Contractors will:**
 - a. Obtain permit(s) and schedule installation.
 - b. Remove and render old device inoperable. If a fireplace insert is removed and not replaced with a new insert, install Agency-provided inflatable chimney balloon and



collect chimney pledge from customer.

- c. Supply and install equipment.
 - d. Take photo documentation; obtain required signatures from customers, installers, and recyclers.
 - e. Provide customer training for how to use new equipment.
 - f. Submit to the agency the Proof of Completion/Request for Reimbursement with required photo documentation, copy of itemized customer invoice, invoice for reimbursable incentive amount, copy of permit(s), completed and signed Coupon with Certificate of Destruction, completed chimney balloon homeowner pledge (if applicable), and Recycling Report.
- 7. Agency will:**
- a. Review final program documents, photos, customer invoice, and Contractor invoice.
 - b. Inspect the Contractor's work per contract terms and conditions, at the agency's option.
 - i. Issue corrective action notices as needed.
 - c. Upon approval, pay incentive to customer's Contractor.