



**South Puget Sound Habitat for Humanity
910 5th Ave SE
Olympia WA 98501**

**REQUEST FOR PROPOSAL (RFP) NO. 26-04-20
Energize Thurston 2026 Heat Pump and
Heat Pump Water Heater Installation Services**

RFP Issue Date

April 20, 2026

RFP Documents

This project is a formal competitive procurement and will be advertised in “The Olympian” and is open to all qualified companies. All solicitation documents, including any addenda, are published on the South Puget Sound Habitat website www.spshabitat.org.

Proposal Due Date

4:00p.m. PT on May 08, 2026

Proposal Acceptance Location

Proposals will be received by:
South Puget Sound Habitat for Humanity
910 5th Ave SE
Olympia, Washington 98501
Office Hours: 8am-3:30 pm Monday through Friday

South Puget Sound Habitat for Humanity reserves the right to reject any and all Proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.



SECTION 1 - INTRODUCTION AND PURPOSE

1.1 INTRODUCTION

Energize Thurston 2026 is a heat pump group purchase campaign that makes it faster, easier, and more affordable for Thurston County residents to purchase and install efficient, all-electric heat pumps and heat pump water heaters. South Puget Sound Habitat for Humanity, Thurston County, and the cities of Lacey, Olympia, and Tumwater are collaborating to launch this regional campaign to help meet emission reduction goals of the Thurston Climate Mitigation Plan, to reduce household energy costs, and to raise awareness of the climate, health, and economic benefits of building electrification. Building upon the successful 2025 campaign, program partners plan to run Energize Thurston again in 2026 and 2027.

1.2 PURPOSE

South Puget Sound Habitat for Humanity is initiating this Request for Proposals (RFP) to establish a roster of qualified heating, ventilation and air conditioning (HVAC) contractors, and/or plumbers to provide installation of heat pump space conditioners and/or heat pump water heaters (HPWHs) for the Subsidized Pathway of the Energize Thurston campaign. Interested firms may propose to install heat pump space conditioners, HPWH, or both technologies. South Puget Sound Habitat for Humanity will administer the Qualified Installer Roster and will execute a Professional Services Contract with each selected Installer consistent with the terms of this RFP.

1.3 MINIMUM QUALIFICATIONS

Contractor shall have the following minimum qualifications to be eligible for an award:

- A. Contractors must have an HVAC contractor license, in good standing with the State of Washington.
- B. Contractors must have relevant HVAC and/or water heating manufacturer certifications including but not limited to Mitsubishi Diamond Dealer, Daikin Pro Dealer, Carrier Factory Dealer, Bryant Factory Authorized Dealer, Rheem Pro Partner, AO Smith Heat Pump Certified, or equivalent.
- C. Contractors must be in the Certified Installer Network of the selected distributor(s) for this program. The City of Olympia will establish a partnership with one or more wholesale distributors of heat pumps and heat pump water heaters to serve Energize Thurston in 2026-2027. This solicitation can be found here, [Microsoft Word - Energize Thurston 2026 Distributor RFP 260413 DJ](#) The selected Distribution Partner(s) will oversee the Certified Installer Network. The distributor(s) will be selected before final selection.
- D. Contractors must be a Puget Sound Energy Trade Ally or PSE Recommended Energy Professional.
- E. Contractors must be willing and able to provide prevailing wage quotes and file intent to pay prevailing wage with Washington State Labor and Industries for each installation.
- F. Contractors must not have a federal exclusion.
- G. Contractors must have expertise in evaluating building performance conditions to properly size heat pump space conditioning and/or heat pump water heater systems.
- H. Contractors must be able to provide marketing and advertising for Energize Thurston through their existing marketing channels.

An additional qualification that is preferred, but not required:

- I. Ability to provide Spanish language spoken and written support for workshops and customer service.



SECTION 2 - OVERVIEW OF SERVICES REQUESTED

2.1 PROJECT DESCRIPTION

The purpose of this project is to enable the installation of heat pumps and heat pump water heaters for residences in Thurston County, Washington at a lower total installation cost than that typically offered by the installer. Energize Thurston reduces upfront costs through a group purchase discount provided by the distributor, the installer, and application of all available rebates as a time-of-sale discount. The campaign also offers fully and partially subsidized installations for low- and moderate-income (LMI) households, which will be administered by South Puget Sound Habitat for Humanity. This RFP will result in selection of a Qualified Installer Roster to provide the installation of residential ductless heat pumps, ducted heat pumps, heat pump water heaters (HPWH), and associated electric panel upgrades, for LMI households in Thurston County in accordance with the scope of services outlined in Attachment 1.

2.2 BACKGROUND INFORMATION. See Attachment 1 – Statement of Work

2.3 STATEMENT OF WORK. See Attachment 1 – Statement of Work

2.4 CONTRACT PERIOD AND BUDGET

South Puget Sound Habitat for Humanity anticipates the Contract will be for a maximum duration of seven (7) months, beginning approximately on June 1, 2026, through December 31, 2026. Contract extension options will be exercised at the sole discretion of South Puget Sound Habitat for Humanity.

During the campaign, South Puget Sound Habitat for Humanity is allocating grant funds totaling at least \$750,000 to subsidize installations of heat pumps and HPWHs for LMI households. Based on the available grant funding, the project team’s preliminary goals for the campaign are as follows:

- Complete approximately 10 total HPWH installations.
- Complete approximately 40 total heat pump installations (combination of ducted and ductless).

Note: The total number of Energize Thurston leads will be divided among all installers that are selected through this RFP process.

2.5 COMPENSATION

- A. Payment to Contractor will be based on the negotiated price schedule with South Puget Sound Habitat for Humanity.
- B. The negotiated price schedule will be incorporated into the Professional Services Contract with South Puget Sound Habitat for Humanity.

SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

3.1 PROCUREMENT SCHEDULE

Following is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of South Puget Sound Habitat for Humanity.

Estimated Solicitation Schedule

| Due | Activity |
|-----|----------|
|-----|----------|



| | |
|---------------------------|---------------------------------|
| 11:00 AM PT on 04/20/2026 | RFP Issued |
| 4:00 PM PT on 5/08/2026 | Proposals Due |
| 5/11/2026 – 5/15/2026 | Proposal Evaluations |
| 5/18/2026 - 5/20/2026 | Interviews (finalists) |
| 5/22/2026 | Finalists selected and notified |
| 5/25/2026 – 6/5/26 | Contract Negotiations |
| 06/08/2026 | Contract Start Date |

3.2 PRE-PROPOSAL INQUIRIES AND ADDENDUM

It is the responsibility of each Proposer to examine the entire RFP and, as necessary, seek clarification in writing (pre-proposal inquiries or PPIs). This RFP may only be modified by a written addendum issued by South Puget Sound Habitat for Humanity. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP or obligation by South Puget Sound Habitat for Humanity.

All pre-proposal inquiries (PPIs) regarding this RFP shall be directed in writing via e-mail to:

Amanda Schuyler, Home Repair Programs Manager
 amanda@sps Habitat.org

3.3 EXAMINATION BY PROPOSER

Each Proposer is responsible for examining the RFP, including the sample Professional Services Contract (ATTACHMENT 3), prior to submitting a Proposal. Failure to examine such documents and any errors made in the preparation of a Proposal are at the Proposer’s own risk.

The dates contained in this RFP are for informational purposes only. South Puget Sound Habitat for Humanity makes no warranty as to the accuracy of the dates. Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed.

The Proposer agrees that it has satisfied itself by Proposer’s own investigation and research regarding all such conditions, and that Proposer’s conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and the Proposer shall make no claim against South Puget Sound Habitat for Humanity because of any of the estimates, statements, or interpretations made by any officer or agent of South Puget Sound Habitat for Humanity that may prove to be erroneous in any respect.

3.4 MODIFICATION/WITHDRAWAL OF PROPOSALS

Written requests to modify or withdraw a Proposal received by South Puget Sound Habitat for Humanity prior to the scheduled time of closing (i.e., 4:00 p.m. PT on the Proposal Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a Proposal must be addressed and labeled in the same manner as the Proposal and marked as MODIFICATION or WITHDRAWAL of the Proposal. Requests for withdrawal after the time of closing will be allowed at South Puget Sound Habitat for Humanity’s sole discretion.

3.5 PROPOSAL FIRM OFFER

Proposal shall remain firm and unaltered after the time of closing (i.e., 4:00 p.m. PT on the Proposal Due Date) and for ninety (90) calendar days from such date. South Puget Sound Habitat for Humanity and the



Proposers may mutually agree to extend the period during which the Proposal shall remain firm and unaltered.

3.6 PROPOSALS ARE PUBLIC RECORD

If your Proposal contains information considered to be exempt from the Public Records Act, Section 42.56 Revised Code of Washington (RCW), those items must be clearly marked as such and may be returned to you upon request once Contract award has been determined.

3.7 CANCELLATION

This RFP may be cancelled at any time, and all Proposals may be rejected in whole or in part if South Puget Sound Habitat for Humanity determined such action to be in the best interest of South Puget Sound Habitat for Humanity.

3.8 NO OBLIGATION

This solicitation in no manner obligates South Puget Sound Habitat for Humanity or any of its departments to use any of the proposed services until a valid written Contract is awarded and approved by the appropriate authorities.

3.9 EXPENSES INCURRED

South Puget Sound Habitat for Humanity will not be responsible for any costs associated with participation in this RFP to include, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and Contract execution. All expenses related to the Proposal are entirely the sole responsibility of the Proposer.

3.10 NONDISCRIMINATION

South Puget Sound Habitat for Humanity hereby notifies all Proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a Proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this policy shall be consistent with [RCW 49.60.400](#).

3.11 PRIME CONTRACTOR RESPONSIBILITIES

The prime Contractor is solely responsible for fulfillment of any Contract with South Puget Sound Habitat for Humanity, awarded under this RFP and for all performance whether subcontractors are used or not. South Puget Sound Habitat for Humanity will make Contract payments to the prime Contractor only.

SECTION 4 - PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 PROPOSAL SUBMISSION

- A. Proposers shall submit their Proposal to Amanda Schuyler, Home Repair Programs Manager via email at amanda@spshabitat.org, or at South Puget Sound Habitat for Humanity 910 5th Ave SE Olympia WA 98501 during business hours Monday-Friday 8am – 3:30pm.
- B. Proposals shall clearly identify the RFP# and Project Title in the subject line. The proposal must be received by the due date shown in the Solicitation Schedule above, in Section 3.1. Proposers are responsible for verifying receipt. The Proposal shall be in a single PDF document.
- C. Proposals received after the deadline will not be considered for award.



4.2 PROPOSAL CONTENTS

The proposal contents listed below are required and must be included in the following order:

Cover Page

The cover shall have text and graphics limited to RFP number; RFP name/title; Proposer's business name and address, email address, telephone number, and contact person's name.

Cover Letter

The cover letter must discuss the highlights, key features, and distinguishing points of the Proposal. As part of this discussion, please describe specifically why you want to participate in the community endeavor. The cover letter must be prepared and signed by an authorized official of the company and include the following:

- A. A statement certifying that the Contractor has made its own examination, investigation, and research regarding the proper method of doing the work under the RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed.
- B. Statement as to whether the Proposer accepts, or has exceptions, revisions, or additions to the standard Professional Services Contract Terms and Conditions presented in **Attachment 3** of this Solicitation. Include an explanation as to why such exception, revision, or addition is requested. It will be up to the discretion of South Puget Sound Habitat for Humanity whether to accept changes to the standard Contract terms and conditions requested if no objections are included. See also Section 6, Contract Terms and Conditions.

Technical Submission

Provide a narrative with information about the company and proposed approach to the scope of services, not to exceed 10 pages total:

A. Qualifications and Experience

1. **Organizational Capacity:** Describe the size and local organizational structure of the proposing installer(s). Note the location of the installer's principal place of business and any additional locations. Indicate whether the installer proposes to install heat pump space conditioners (ducted and/or ductless systems), heat pump water heaters (HPWH), or both technologies. Provide your best estimate of the number of average installations the installer can complete per week.
 - o Heat contractors: please provide documentation that your company is a Mitsubishi Diamond Dealer, Daikin Pro Dealer, Carrier Factory Dealer, Bryant Factory Authorized Dealer, or equivalent.
 - o Water heat contractors: please report if your company is Rheem Pro Partner, AO Smith Heat Pump Certified, or equivalent; and provide documentation if applicable.
2. **Key Personnel:** Identify key personnel for this project including roles, experience, and relevant licenses and certificates. Key personnel should include managing staff who will work on the program, such as Owners/Principals; Lead Sales Staff; Lead Installers; and Office Managers who will provide data to South Puget Sound Habitat for Humanity per the specifications outlined in Attachment 1 - Statement of Work.

3. **Subcontractors:** Identify any subcontractors you plan to use, along with their value to the project, and provide background information on their size, experience, management, licensing, and subcontracting agreement
4. A list of infractions or violations cited by the Washington State Departments of Ecology or Agriculture, or any other regulatory agency, or any workplace safety issues cited by the Washington State Department of Labor & Industries/OSHA over the past five years for the company, principal, and applicators. The thoroughness of the list will be verified with the department's records. Any error or omission may be used as a basis for disqualification.
5. Any additional information the Proposer feels is relevant to the general qualifications of the Proposal.

B. Approach to the Scope of Services

1. **Billing Practices:** Provide a representative copy of the customer quote you plan to use in the Energize Thurston program that includes a sample scope of work, equipment to be installed, and cost breakdown. The sample quote does not count towards the 10-page limit.
2. **Work Quality:**
 - a. Describe the heat pumps and/or HPWHs, and related products, you plan to use and explain why the products included in your response to this proposal are appropriate for this project.
 - b. If applicable, describe the site assessment process for space conditioning, including how you size heating/cooling equipment and how you determine whether a ducted or ductless heat pump is appropriate for a site. Indicate whether and how you consider the site's building performance, such as insulation, building envelope, existing ductwork, and ventilation, when evaluating a site.
 - c. If applicable, describe the site assessment process for water heating systems, including how you size equipment and how you determine whether a heat pump water heater is appropriate for a site. Indicate what criteria you would use to determine if a water heater is near the end of its life and in need of replacement (note: these criteria will be used to guide grant-funded subsidized installations).
3. **Marketing and Educational Practices:** Identify any means by which the installer(s) will contribute to outreach efforts for Energize Thurston.

C. Community Benefits

1. **Workforce Diversity:** Describe your firm's commitments to providing equal employment opportunities, including specific hiring practices, if any, to recruit a diverse workforce. Optionally, identify your current diversity of workforce and whether your firm is a veteran-owned, minority-owned, women-owned, or disability-owned business.
2. **Customer Support:** Provide descriptions of warranties, training you provide the homeowner, and customer support that ensure the long-term durability, operation, and maintenance of heat pump and HPWH installations. Include information on workmanship warranties provided by your company. Discuss your typical response time on calls, hours of customer service availability, and process for providing status reports after an incident is logged.

D. References

1. Provide references from at least three recent residential installations including size, date of installation, total cost, and location, with a contact name and telephone number. If possible, at least one reference should be from a customer whose heat pump or HPWH was installed within the last two years.
2. Provide at least one reference from an organization that your firm has partnered with on any projects related to installation, education, or promotion of heat pumps and/or HPWHs. These organizations may include, but not be limited to Puget Sound Energy, equipment distributors, other Energize programs (excluding Energize Olympia or Energize Thurston), nonprofit partners, municipalities, or housing authorities. If possible, this reference should be from a project that was implemented within the last three years.

Pricing Submission

Proposers may use **Attachment 2 – Price Schedule Template** or a similar form of their own to submit prices. Proposed pricing should be at prevailing wage rates.

Proposers should present a price and equipment schedule detailing every piece of equipment they plan to sell during the Energize Thurston campaign. Equipment must meet the program requirements detailed in Attachment 1, Section F. Information must include the equipment manufacturer, size of system, AHRI number, and HEAR eligibility as well as price. Space heat equipment proposals should include HSPF2 and SEER2 ratings. Heat pump water heater proposals should include Northwest Energy Efficiency Alliance (NEEA) Heat Pump Water Heater Product Tier, and Cool Climate Efficiency (CCE).

Indicate a group purchase discount (percentage discount or fixed discount) to apply across all system sizes. Pricing must include equipment costs, labor costs, and all other associated costs pertaining to the standard installation of a ductless heat pump system, ducted heat pump system, and heat pump water heater. Pricing is to apply to all work described in Attachment 1 - Statement of Work.

Customer contact, site assessments, and cost estimates are to be provided free of charge.

Identify any factors or special conditions which would result in additional costs (such as additional refrigerant line, additional heads, ease of access, removal of existing furnace and duct sealing) and provide estimates of additional charges for each such factor or condition.

Note that pricing will be considered in concert with other factors, and the selection committee will not necessarily choose the lowest-priced proposals.

Appendix

The Appendix may include any supporting information, such as resumes, references or other data that will support your firm as the best for this project. If present, the Appendix is included in the maximum allowed length of 10 pages for the entire proposal.



SECTION 5 - EVALUATION AND SELECTION

This section describes the method South Puget Sound Habitat for Humanity will use to evaluate Proposals received in response to this solicitation.

5.1 INITIAL SCREENING OF PROPOSALS

All Proposals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those Proposals that do not clearly meet the minimum qualifications may be considered nonresponsive and may not be further evaluated.

5.2 EVALUATION CRITERIA

South Puget Sound Habitat for Humanity will evaluate and score the Proposals based on the following criteria:

| Criteria | Maximum Points |
|-----------------------------------|----------------|
| Qualifications and Experience | 25 |
| Approach to the Scope of Services | 25 |
| Community Benefits | 20 |
| References | 10 |
| Pricing Schedule | 20 |
| Total Possible Score | 100 |

5.3 FINALIST INTERVIEWS

Proposers selected for interviews will be selected at the sole discretion of South Puget Sound Habitat for Humanity. If interviews are conducted, selected Proposer should plan to have the identified key personnel assigned to the project team make the presentation at the interview. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically.

5.4 EVALUATION PROCESS

South Puget Sound Habitat for Humanity will evaluate and rank the Proposals according to the evaluation criteria in Section 5.2. If interviews are held, then South Puget Sound Habitat for Humanity will score the companies interviewed and conduct a final evaluation of the Proposers based on the criteria listed in Section 5.2 and interviews.

5.5 SELECTION AND NEGOTIATION

South Puget Sound Habitat for Humanity will select the most qualified Proposers based on the criteria and evaluation process outlined above. South Puget Sound Habitat for Humanity will initiate negotiations (as necessary) with the Proposers who, in the sole opinion of South Puget Sound Habitat for Humanity, best meet the needs as outlined in this solicitation. Tentatively two Proposers will be selected to serve on the Qualified Installer Roster, but the number may vary based on the number and quality of proposals.



South Puget Sound Habitat for Humanity intends to award without discussions/negotiations based on the pricing submitted with the Proposal but reserves the right to hold discussions/negotiations with the highest ranked Proposers on any aspect of the Contract and/or fee schedule for purposes of executing the Contract.

Although South Puget Sound Habitat for Humanity may open discussions with the highest-ranked Proposers, consideration or negotiations resulting in a Contract are not guaranteed. If South Puget Sound Habitat for Humanity is unsuccessful in negotiating with a selected Proposer or if negotiations do not proceed in a timely fashion, South Puget Sound Habitat for Humanity reserves the option to terminate negotiations and proceed with the next-highest ranked Proposer, and so on, until an agreement is reached or the process is terminated.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

Attachment 3 is a sample of the Contract that will be entered into between South Puget Sound Habitat for Humanity and the successful Proposers with incomplete information to be added based upon the final negotiations between South Puget Sound Habitat for Humanity and the successful Proposers. Proposers who want additional or modified Contract terms must include the requested change(s) in their initial Proposal for the change(s) to be subsequently considered.

6.1 INSURANCE

See the insurance provisions listed in Attachment 3 – Sample Contract for minimums the Contractor will be required to maintain at their own expense during the term of service. A current Certificate of Insurance (COI) executed on the appropriate form must be submitted prior to execution of the Contract.

6.2 COMPLIANCE WITH LAWS

All work must be performed in accordance with applicable federal, state, and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations.

SECTION 7 – ATTACHMENTS

ATTACHMENT 1 – STATEMENT OF WORK

ATTACHMENT 2 – PRICE SCHEDULE TEMPLATE (**Included as a separate Excel spreadsheet**)

ATTACHMENT 3 – PROFESSIONAL SERVICES SAMPLE CONTRACT

ATTACHMENT 4 –CERTIFICATION

ATTACHMENT 5 – HEAT PUMP WATER HEATER QUALIFIED PRODUCT LIST (**Included as a separate attachment**)

ATTACHMENT 1 - STATEMENT OF WORK

1.0 BACKGROUND

Energize Thurston 2026 is a heat pump group purchase campaign that makes it faster, easier, and more affordable for Thurston County residents to purchase and install efficient, all-electric heat pumps and heat pump water heaters. Energize Thurston is supported by a partnership among South Puget Sound Habitat for Humanity (SPSHFH), Thurston County, and the cities of Lacey, Olympia, and Tumwater.

Energize Thurston offers two participant pathways based on income qualification:

- **Subsidized Pathway:** Energize Thurston will utilize funding from various sources to provide full cost coverage of equipment installations for low-income households (<80% area median income; AMI) and partial cost coverage for moderate-income households (≥80% but <120% AMI). SPSHFH will administer this pathway by contracting directly with installers to coordinate site assessments and installations. The installers will invoice SPSHFH for the work performed. (Moderate-income households will pay a cost share directly to the installer.)
- **Self-Funded Pathway:** Energize Thurston will provide a group purchase rebate at time of sale to any household in Thurston County, WA, installing eligible heat pump and heat pump water heater equipment. Self-funded homeowners contract directly with contractors in a network coordinated through a separate contract with Distribution Partners. **The Self-Funded Pathway is not part of this RFP.**

This RFP is being issued to establish a roster of qualified heating, ventilation and air conditioning (HVAC) and plumbing contractors to serve the Energize Thurston Subsidized Pathway. Members of the Qualified Installer Roster will install approximately 40 total heat pump space conditioners and approximately 10 total heat pump water heaters (HPWHs) in homes throughout Thurston County. Installers will receive leads from Energize Thurston and will work with homeowners and SPSHFH to design and quote a heat pump/HPWH solution based on program guidelines. SPSHFH will administer the Qualified Installer Roster for the Energize Thurston campaign and will execute a Professional Services Contract with each selected Installer consistent with the terms of this RFP.

2.0 SCOPE OF SERVICES

To remain in good standing on the Qualified Installer Roster and continue to receive leads from Energize Thurston over the campaign duration, selected installers must fulfill the following responsibilities.

A. Campaign Administration and Reporting

The Energize team will host a project kick-off meeting for all selected installers to finalize the campaign plan and timeline, review partner roles and expectations, and provide training on the “Monday.com” software for lead management, participant tracking, and project reporting. Partners will hold weekly check-ins to ensure installers are meeting all roster obligations and timelines as detailed in the sections below.

Installer Responsibilities:

- Attend campaign kick-off meeting and software training.
- Attend weekly check-in meetings.
- Provide weekly participant progress reports through “Monday.com” software. Weekly reporting must be submitted by Monday at 12:00 pm PT for the previous week’s work. All discrepancies

must be resolved prior to the next reporting period. At a minimum, progress reports should include the following:

- Contact status/Lead follow-up.
 - Dates of scheduled/completed site assessments.
 - Dates of contract signing.
 - Dates of scheduled installation.
 - Dates of targeted completion.
 - Issued quotes and final invoices (both of which document program equipment, pricing, and rebates).
- Upload all relevant documentation to [Monday.com](https://www.monday.com) as described in sections D and E below.
 - Maintain all Minimum Qualifications listed in Section 1.3 of this RFP and maintain all minimum insurance requirements listed in Attachment 3 – Sample Contract, through the duration of the contract.

Campaign Staff Responsibilities:

- Organize, schedule, and lead a project kick-off meeting.
- Organize, schedule, and lead weekly project check-in meetings.
- Provide free software access and a reporting template to installers and campaign partners.
- Verify that Installer progress reports are submitted with all required data.

B. Outreach and Education Support

Prior to campaign launch and for most of the campaign duration, campaign staff will promote Energize Thurston and deliver educational workshops virtually and at public locations in Thurston County. The scope of outreach for the Subsidized Pathway may vary based on availability of grant funding. As funding allows, selected installers are expected to play a supporting role in Energize Thurston outreach and education.

Installer Responsibilities:

- Participate in in-person community workshops as requested (exact number TBD, likely no more than three).
- Conduct additional marketing and outreach to promote Energize Thurston, as described in the installer's proposal.
- Educate individual homeowners during site assessments about the heating, cooling and/or water heating needs of their home, appropriate equipment and its use, weatherization considerations, proper equipment use and maintenance, etc.

Campaign Staff Responsibilities:

- Coordinate community events and workshops.
- Provide marketing and outreach materials for use by the installer and project partners.
- Provide materials about general heat pump/HPWH use and maintenance, and weatherization information for installers to leave for participants post-installation.

C. Lead Management

During the campaign duration (estimated June to September 2026), interested Thurston County residents will register and attend campaign workshops (in-person and virtual). After attending a workshop, they may choose to complete an Energize Thurston Subsidized Pathway application that indicates if they're requesting a site assessment for a heat pump space conditioning system, HPWH, or both.



As prospective participants are identified from the existing waitlist or via new applications, their names and contact information will be provided to the selected installers. Leads will be provided to installers in an equitable manner to be determined prior to the campaign launch.

It is anticipated that the campaign will result in subsidized installations of approximately 40 heat pump space conditioning systems and approximately 10 HPWHs. The total number of leads provided to each Installer will depend on the number of installers selected for the Qualified Installer Roster.

Note: A lead does NOT guarantee the Installer a contract with a homeowner to get paid for performing a heat pump or HPWH installation; it is the responsibility of the Installer to convert the lead into a contract with the homeowner or SPSHFH to perform an installation for payment. Energize Thurston will rotate Installers based on leads assigned, rather than on actual installations.

Installer Responsibilities:

- Contact the provided leads within three (3) business days of receiving their contact information to schedule a site assessment. If Installer does not contact participant within three (3) business days, lead may be given to another installer. If lead is unresponsive to Installer contact, Installer will inform campaign staff in a timely manner.

Campaign Staff Responsibilities:

- Manage participant applications and verify the eligibility of all prospective Energize leads.
- Track applications and leads in Monday.com software, including which jurisdiction participants live in for tracking purposes.
- Request income eligibility information and coordinate income verification for Subsidized Pathway applicants.
- Provide participant names, addresses, and contact information to the Installers in a manner to be determined prior to the campaign launch.

D. Site Assessments and Project Quotes

Once Installer has received the lead, and assuming the homeowner responds to Installer's contact, Installer is expected to follow up as described below. Installer will work with SPSHFH and the homeowner to complete the site assessment, quote, and installation

Installer Responsibilities:

- Conduct a free site visit and assess the heating/cooling and/or water heating needs of the home, preferably using a repeatable load calculation methodology.
 - Based on the site assessment, recommend the appropriate equipment for the customer, which may be a ducted heat pump, ductless heat pump, heat pump hot water heater, or other equipment.
 - Inform customers of weatherization considerations, such as air sealing and insulation, that may affect customer satisfaction and savings from the equipment.
 - The Installer may provide introductions and supporting materials to banks, credit unions, and other interested financing entities as needed; however, any financing product offered by the Installer must be pre-approved by SPSHFH.
- Within ten (10) business days of completing the site visit, provide a free quote to the homeowner and SPSHFH for the installation work. Quotes will include all associated costs to perform the work at that house, including heat pump and/or HPWH equipment, electrical upgrades if needed, taxes, labor and permitting.

- Quotes must be consistent with all equipment and labor pricing as described in the Installer's proposal.
- Quotes must include all the entire amount(s) of all available rebates and incentives offered by the utility, manufacturer, distributor, state, city or county, labor union, etc.
 - When the Washington State Department of Commerce launches the IRA Home Energy Rebate program (date TBD): Installers confirm with the customer whether they are eligible for the IRA rebates and apply the full IRA rebates for all eligible customers.
- If requested by participant, load calculation data backing up the system size recommendation should be provided with the quote.
- The quote must be prevailing wage.
- The Installer must submit quotes and associated documentation through the Monday.com software.

Campaign Staff Responsibilities:

- Review Installer quotes to verify consistency with the price schedule provided in the Installer's proposal, including the provision of all applicable rebates as a time-of-sale discount.
- Issue notice to proceed to Installer after quote is verified.

E. Heat Pump and HPWH Installations

Installer Responsibilities:

- Upon receiving notice to proceed from Energize Thurston campaign staff, the Installer will be expected to promptly schedule installation.
- The Installer will make a best-faith effort to conduct heat pump installations and complete contracted work for individual houses within a reasonable timeframe upon receipt of the necessary heat pump/HPWH equipment.
- Installations should be completed in a workmanlike manner, taking into consideration the preferences of the owner while minimizing project costs and maximizing effectiveness.
- The installations will be carried out by the selected Installer in conformance with all applicable laws, codes, and jurisdictional requirements.
- The Installer will be responsible for securing all required permits, completing, and submitting all incentive applications, and scheduling and passing all jurisdictional inspections.
- To provide services for subsidized installations, the selected installer must meet federal requirements for grant management, including an active registration on SAM.gov.
- Installer must include a generally visible decal identifying the Climate Commitment Act (CCA) on all equipment purchased with state HEAR funding, and CDBG on all equipment purchased with federal CDBG funding. Installer must take a photo of this decal and include with project documentation.
- The Installer must submit invoices and all relevant documentation through the "Monday.com" software, providing proof of installation and passed inspections and the following data:
 - Year home was built
 - Type of home
 - Total cost of installation(s)
 - AHRI # of equipment installed and/or efficiency performance metrics (HSPF2, EER2, SEER2, COP)
 -
 - The entire amount(s) of all available rebates and incentives (including those offered by the distributor, utility, manufacturer, state, city or county, labor union, etc.) at time of sale.

- Information on space conditioning equipment (if applicable)
 - Primary space heating fuel type prior to installation
 - Heating equipment prior to installation
 - Presence of cooling before upgrade
 - Type of space conditioning heat pump installed (ducted or ductless)
 - (if ductless) Total heads installed and room location(s)
 - Square footage served by space conditioning system
 - Information on water heating equipment (if applicable)
 - Primary water heating fuel type prior to installation
 - Water heating equipment and equipment age prior to installation

Campaign Staff Responsibilities:

- Verify that invoices are submitted with required documentation, that prices are consistent with the price schedule provided in the Installer’s proposal, and that the entire amount of all applicable rebates are applied as a time-of-sale discount.
- SPSHFH will reimburse Installers for completed invoices.
- Provide CCA and CDBG decals to Installer to place on HEAR-funded and CDBG-funded equipment.

F. Heat Pump and HPWH Equipment Requirements

Energize Thurston minimum equipment specifications for heat pumps must meet the following criteria:

- Consortium for Energy Efficiency (CEE) highest efficiency tier for 2025:

| 2025 CEE Split ASHP Specification | | | | | |
|---|--------|--------|-------|-------------|-------------------|
| CEE Level | SEER2 | EER2 | HSPF2 | COP at 5°F* | Capacity Ratio~ |
| CEE Tier 1 | | | | | |
| Path A | ≥ 16.0 | ≥ 9.8 | ≥ 8.5 | ≥ 1.75 | ≥ 60% at 5°F/47°F |
| Path B | ≥ 16.0 | ≥ 11.0 | ≥ 8.0 | ≥ 1.75 | ≥ 45% at 5°F/47°F |
| CEE Advanced Tier | | | | | |
| Refer to the DOE Cold Climate Heat Pump Challenge Specification | | | | | |

| 2025 CEE Packaged ASHP Specification | | | | | |
|--------------------------------------|--------|--------|-------|-------------|-------------------|
| CEE Level | SEER2 | EER2 | HSPF2 | COP at 5°F* | Capacity Ratio~ |
| CEE Tier 1 | ≥ 15.2 | ≥ 10.0 | ≥ 7.2 | ≥ 1.75 | ≥ 45% at 5°F/47°F |

- System must be AHRI Certified as a variable speed heat pump, mini-split or multi-split heat pump and use inverter technology and be a minimum of ¾ ton in heating mode.
- For ductless heat pump only installations, at least one indoor head must be installed in the main living (high-flow) area of the home; bedroom only installations do not qualify for the campaign.

Energize Thurston minimum equipment specifications for heat pump water heaters must meet the following criteria:

- Must be Northwest Energy Efficiency Alliance (NEEA) Tier 3 or 4 heat pump water heater on Puget Sound Energy’s HPWH qualified product list (included as a separate attachment to this RFP).



- Existing equipment must meet a minimum age requirement (10 years).

In addition to the above requirements, all equipment that is funded with HEAR grants must meet the following HEAR program requirements:

- Remove all fossil fuel equipment where technically and economically feasible.
- All air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's (NEEP) Cold Climate Air Source Heat Pump (ccASHP) Product List or meet the most recent ENERGY STAR Cold Climate product criteria. For a full list of ENERGY STAR Cold Climate Certified equipment, visit www.pse.com/en/rebates/hear and scroll down to the section titled "Equipment requirements."
- All equipment must be ENERGY STAR Certified or CEE North Region Certified.
- All equipment that uses refrigerants must follow the statutory global warming potential (GWP) limits from the Washington State Department of Ecology and the U.S. Environmental Protection Agency (EPA), and where technically and economically feasible, must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB).



ATTACHMENT 2 – PRICE SCHEDULE TEMPLATE

The Price Schedule template is included separately (Excel).



ATTACHMENT 3 – PROFESSIONAL SERVICES SAMPLE CONTRACT

**South Puget Sound Habitat for Humanity
910 5th Ave SE
OLYMPIA WA 98501**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into in duplicate originals between **South Puget Sound Habitat for Humanity**, a non-profit organization, with its principal offices at 910 5th Ave SE., Olympia, WA 98501, hereinafter “**SPSHFH**,” and [**LEGAL NAME OF COMPANY**] with its principal offices at [**CONTRACTOR’S ADDRESS**] hereinafter “**CONTRACTOR**.”

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on **Month Day, Year**, unless terminated sooner or extended by written Amendment to the contract. Options to extend the contract will be exercised at the sole discretion of SPSHFH.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in **ATTACHMENT 1, Statement of Work**, which is attached and incorporated herein.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by SPSHFH.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, during the progress of the work, confer with SPSHFH. At SPSHFH’s request, the CONTRACTOR shall prepare and present status reports on its work.



3. SERVICES PROVIDED BY SPSHFH AND CONTRACTOR

To assist the CONTRACTOR in fulfilling its duties under this Contract, SPSHFH may provide the following:

- a. Relevant information as exists.
- b. Coordination with other Consultants as necessary.
- c. Service documents, or other information identified in **ATTACHMENT 1, Statement of Work.**

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

FOR CONTRACTOR:

Name _____
Title _____
Mailing Address _____
City, State, and Zip _____
Phone _____
Email _____

FOR SPSHFH:

Name _____
Title _____
Mailing Address _____
City, State, and Zip _____
Phone _____
Email _____

5. COMPENSATION

- a. CONTRACTOR shall be paid for the services performed per the agreed upon price list.
- b. This is a non-financial contract and the maximum amount payable by SPSHFH to the CONTRACTOR under this Contract is **\$0**.
- c. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from SPSHFH, then SPSHFH may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all leads to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for

purposes of this Contract means faithfully fulfilling the terms of the Contract with variances only for technical or minor omissions or defects.

- d. The CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any, and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by SPSHFH.
- b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by SPSHFH.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend SPSHFH, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of SPSHFH, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.
- b. In any and all claims against SPSHFH, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.
- c. The CONTRACTOR's obligations here under shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission,

or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

- a. **Professional Legal Liability:** The CONTRACTOR, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of no less than \$2,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

- b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to SPSHFH at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

- c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of no less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.
- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
 - ii. The CONTRACTOR'S Commercial General Liability insurance shall include SPSHFH, its officers, officials, employees, and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to SPSHFH as additional insured.
 - iii. The CONTRACTOR shall furnish SPSHFH with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing SPSHFH as an additional insured.
 - iv. If the CONTRACTOR'S liability coverage is written as a claim made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
 - v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

- d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of no less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.
- e. **Other Insurance Provisions:**
- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering SPSHFH, its elected and appointed officers, officials, employees, and agents.
 - ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to SPSHFH, its officers, officials, employees, or agents.
 - iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- f. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that Excess and Umbrella Coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- i. Certificates of Insurance shall show the Certificate Holder as SPSHFH and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
 - ii. Written notice of cancellation or change shall be mailed to SPSHFH at the following address:

Attn: Amanda Schuyler, Home Repair Programs Manager.
PO Box 2225
Olympia, Washington 98507
 - iii. The CONTRACTOR shall furnish SPSHFH with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to SPSHFH.
 - iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. **TERMINATION**

- a. SPSHFH may terminate this Contract for convenience in whole or in part whenever SPSHFH determines, in its sole discretion, that such termination is in the best interests of SPSHFH. SPSHFH may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, SPSHFH shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.
- b. In the event funding for this project is withdrawn, reduced, or limited in anyway after the effective date of this Contract, SPSHFH may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent SPSHFH to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. If the CONTRACTOR breaches any of its obligations here under, and fails to cure the breach within ten (10) days of written notice to do so by SPSHFH, SPSHFH may terminate this Contract, in which case SPSHFH shall pay the CONTRACTOR only for the costs of services accepted by SPSHFH, in accordance with Section 5 of this Contract. Upon such termination, SPSHFH, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by SPSHFH in completing the work and all damage sustained by SPSHFH by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bonafide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or company without the prior express written consent of SPSHFH.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company, person, partnership, or company, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee, or servant of SPSHFH. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any SPSHFH benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to SPSHFH employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of SPSHFH.
- d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from SPSHFH's contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

SPSHFH may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NON-DISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

- a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by SPSHFH. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. SPSHFH agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all or a portion of material produced shall be submitted to SPSHFH upon request or at the end of the job using the word processing program and version specified by SPSHFH.

17. DISPUTES

Differences between the CONTRACTOR and SPSHFH, arising under and by virtue of this Contract, shall be brought to the attention of SPSHFH at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due to the CONTRACTOR shall be decided by SPSHFH's Contract representative or designee. All rulings, orders, instructions, and decisions of SPSHFH's contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at lawsuit, inequity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

19. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by SPSHFH or acquired by the Contractor in performance of this Contract, except upon the prior written consent of SPSHFH or an order entered by a court of competent jurisdiction. The Contractor shall promptly give SPSHFH written notice of any judicial proceeding seeking disclosure of such information.

20. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If any provision of this Contract is indirect conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.
- c. Should SPSHFH determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, SPSHFH may, in its sole discretion, terminate this Contract.

21. ENTIRE AGREEMENT



The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

**[CONTRACTOR’S COMPANY
NAME]**

**South Puget Sound Habitat for
Humanity**

- **SAMPLE** -

Authorized Signature Date

- **SAMPLE** -

Authorized Signature
Date

Name

Name

Title

Title



ATTACHMENT 4 - CERTIFICATION

REQUEST FOR PROPOSAL NO. 26-04-13
ENERGIZE THURSTON 2026 CAMPAIGN

THE UNDERSIGNED HEREBY CERTIFIES THEY HAVE EXAMINED, READ, AND THOROUGHLY UNDERSTANDS THE SAMPLE PROFESSIONAL SERVICES CONTRACT INCLUDING INSURANCE REQUIREMENTS AND THE METHOD BY WHICH PAYMENT WILL BE MADE FOR SAID WORK.

THE PROPER FULL LEGAL NAME OF THE COMPANY OR ENTITY RESPONDING TO THIS SOLICITATION MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS SUBMITTAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO BIND THE PROPOSER, OR THE SUBMITTAL MAY BE REJECTED IN ENTIRETY:

SUBMITTED BY: (legal name of entity)
AUTHORIZED SIGNATURE:
PRINT NAME AND TITLE:
ADDRESS:
CITY/STATE/ZIP:

TELEPHONE NO.:
E-MAIL ADDRESS:

THIS ENTITY IS INCORPORATED IN:
TAX ID:

THIS ENTITY IS A: (check the applicable option)
CORPORATION
GENERAL PARTNERSHIP
LIMITED LIABILITY COMPANY
LIMITED PARTNERSHIP
UNINCORPORATED ASSOCIATION
SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN WASHINGTON? YES NO

NAME/TITLE OF COMPANY
CONTACT:

CONTACT PHONE:
CONTACT EMAIL:

WASHINGTON CONTRACTOR'S LICENSE NO:

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES NO



HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES NO



ATTACHMENT 5 – HEAT PUMP WATER HEATER QUALIFIED PRODUCT LIST

The heat pump water heater qualified product list is included separately.