



## West Silver Valley Community Airshed Grant Woodstove Change-Out Program Vendor Agreement

The West Silver Valley (WSV) Community Airshed Grant Woodstove Change-Out (WSCO) Program is offering woodstove change-outs to qualified Applicants within the West Silver Valley PM<sub>2.5</sub> Nonattainment Area in Shoshone County, Idaho, to replace eligible woodstoves with new, efficient, cleaner burning EPA-certified woodstoves/woodstove inserts, EPA-certified wood pellet stoves/wood pellet fireplace inserts, natural gas stoves/fireplace inserts, propane stoves/fireplace inserts, or electric central units/electric heat pumps (referred to as “qualifying heating devices”). This program is funded by EPA’s 2015 Targeted Airshed Grant Program and implemented by the Idaho Department of Environmental Quality (DEQ); the program will end December 31, 2020, or when funds are exhausted. Funding is limited and not guaranteed. The WSV WSCO Program will help Applicants in the specified nonattainment area by covering the full cost to remove and recycle eligible wood-burning devices and install new qualifying heating devices. Costs are capped at specific values depending on the heating device installed. Only qualifying heating devices referenced in Section 2 are eligible for installation under this program.

### Section 1. Vendors

DEQ seeks vendors to remove and render inoperable eligible woodstoves through the WSCO Program and install qualifying heating devices in accordance with program requirements. DEQ is accepting applications from vendors that would like to participate in the WSCO Program. Vendors that agree to the requirements in this document and meet all applicable licensing and certification requirements (based on HVAC certificates of competency, as defined in Idaho Code §54-5009) may participate in the WSCO Program. DEQ will maintain a list on its website ([www.deq.idaho.gov/west-silver-valley-air-quality-improvement-projects](http://www.deq.idaho.gov/west-silver-valley-air-quality-improvement-projects)) of vendors that have agreed to the terms of this document, hereinafter referred to as “Participating Vendors.” Participating Vendors will be notified in writing of program approval. The Idaho Division of Building Safety maintains a website of business license holders within the state of Idaho. The link for a refined license search by HVAC license type is [https://web.dbs.idaho.gov/etrakit3/Custom/Idaho\\_LicenseSearch.aspx](https://web.dbs.idaho.gov/etrakit3/Custom/Idaho_LicenseSearch.aspx).

Applicants who apply for the WSCO Program and are approved to receive a new qualifying heating device through this WSCO Program may choose a Participating Vendor from the DEQ Participating Vendor list on DEQ's website and work with the Participating Vendor directly to remove their eligible woodstove and install their new qualifying heating device. There is no limit to the number of Participating Vendors that may be listed on DEQ's Participating Vendor list.

If interested in being placed on DEQ’s list as a Participating Vendor, please review the WSCO Program requirements contained in this document, sign the agreement, and submit all required information and documents to DEQ, Attn: Fiscal Department, Carrie Champlin, 1410 N. Hilton St., Boise, ID 83706, or via e-mail to Carrie Champlin at [Carrie.Champlin@deq.idaho.gov](mailto:Carrie.Champlin@deq.idaho.gov). If you have questions, please contact Carrie Champlin at (208) 373-0251 or by email.

## Section 2. Eligible Devices, Qualifying Devices and Allowable Installation Costs for WSCO Installation

Change-out funds are restricted to replacing specific eligible devices:

1. Old non-EPA certified woodstove must be replaced with an EPA-certified wood or pellet appliance, a gas or propane appliance or an electric appliance.
2. An EPA-certified wood appliance 20 years or older may be replaced with a new EPA-certified wood or pellet appliance, a gas or propane appliance or an electric appliance.
3. EPA-certified woodstove or wood inserts of any age may be replaced by a pellet appliance, a gas or propane appliance or an electric appliance.
4. Please note that each old EPA-certified stove must have a permanent label that includes the year the stove was manufactured.

Qualifying heating devices must meet the requirements listed below. Vendors wishing to participate in the WSCO Program will provide a list of the qualifying heating devices they would offer to Applicants through the WSCO Program. These devices will be listed on DEQ's website for Applicants to choose from. Only devices listed on the DEQ website ([www.deq.idaho.gov/west-silver-valley-air-quality-improvement-projects](http://www.deq.idaho.gov/west-silver-valley-air-quality-improvement-projects)) will qualify for installation through the WSCO Program. As new qualifying heating devices become available for installation, Participating Vendors may request these devices be added to the qualifying heating devices list on the DEQ website. Such requests will be submitted in writing to DEQ, to the attention of the West Silver Valley Targeted Air Shed Analyst, Dan Smith. Requests may be submitted via e-mail to [Dan.Smith@deq.idaho.gov](mailto:Dan.Smith@deq.idaho.gov) or by mail to the DEQ Kellogg Office, 1005 W. McKinley Ave., Kellogg, ID 83837.

The following list provides the requirements for qualifying devices and allowable costs:

1. Woodstove/Woodstove Insert
  - a. Construction: All stoves will have a welded steel firebox with firebrick interior.
  - b. Stove Type: Allowed stoves will be of three possible types:
    - i. Catalytic Stove: uses a catalytic combustor to regulate emissions.
    - ii. Non-Catalytic Stove (air induction): has a secondary firebox air source to burn emissions.
    - iii. Hybrid Stove: uses a combination of both catalyst and non-catalyst technology.
  - c. Emission Standard: All stoves must be included on the current "USEPA Certified Wood Heaters List" <https://cfpub.epa.gov/oarweb/woodstove/index.cfm?fuseaction=app.search> and must have an emission rate of 3.5 grams/hour or less as included in the list, or until the 2020 NSPS comes into effect.
  - d. Warranty: All stoves will have the following minimum factory warranty on the parts listed below in addition to all regular manufacturer warranties:
    - i. 5-year warranty on firebox and door
    - ii. 5-year warranty on catalytic combustor under normal use (catalytic and hybrids)
    - iii. 7-year warranty on air induction tubes (non-catalytic and hybrid stoves)
  - e. Eligible Options: DEQ authorizes base model woodstove/woodstove inserts for each particular brand/model selected. DEQ will not pay for extra options such as, but not limited to, thermostats, specialized legs, and specialized doors. If not

technically included in base model specifications, DEQ will authorize the following options:

- i. Blower
  - ii. Ash pan
- f. Eligible Installation Costs: Basic installation costs are covered without additional justification if estimate is below capped cost outlined in Table 1. If additional level-of-effort beyond a basic installation is required, Participating Vendors must provide additional justification.
  - i. Prior to estimate approval by DEQ
    - 1. **Pre-Estimate Chimney Cleaning/Inspection:** if required in order to develop an estimate, Vendor shall submit a justification and receive DEQ approval prior to conducting cleaning/inspection.
    - 2. **Estimate exceeds basic installation costs.** Participating Vendors must provide additional justification to receive DEQ approval.
  - ii. After estimate has been approved by DEQ
    - 1. **Additional level-of-effort discovered during installation.** Participating Vendor is required to receive DEQ approval at the time of discovery and submit an invoice showing all deviations from the initially approved estimate when installation is complete.
- 2. Wood-Pellet Stove /Wood-Pellet Fireplace Insert
  - a. Emission Standard: All stoves must be included on the current “USEPA Certified Wood Heaters List” (<https://cfpub.epa.gov/oarweb/woodstove/index.cfm?fuseaction=app.search>) and must have an emission rate of 3.5 grams/hour or less as included in the list, or until the 2020 NSPS comes into effect.
  - b. Warranty: All stoves will have the following minimum factory warranty on the parts listed below in addition to all regular manufacturer warranties:
    - i. 5-year warranty on firebox
    - ii. 2-year warranty on electrical components
  - c. Eligible Options: DEQ authorizes base model wood-pellet stove / wood-pellet stove inserts for each particular brand/model selected. DEQ will not pay for extra options such as, but not limited to, thermostats, specialized legs, and specialized doors. If not technically included in base model specifications, DEQ will authorize the following options:
    - i. Blower
    - ii. Ash pan
  - d. Eligible Installation Costs: Basic installation costs are covered without additional justification if estimate is below capped cost outlined in Table 1. If additional level-of-effort beyond a basic installation is required, Participating Vendors must provide additional justification.
    - i. Prior to estimate approval by DEQ
      - 1. **Pre-Estimate Chimney Cleaning/Inspection:** if required in order to develop an estimate, Vendor shall submit a justification and receive DEQ approval prior to conducting cleaning/inspection.
      - 2. **Estimate exceeds basic installation costs.** Participating Vendors

- must provide additional justification to receive DEQ approval.
- ii. After estimate has been approved by DEQ
    - 1. **Additional level-of-effort discovered during installation.**  
Participating Vendor is required to receive DEQ approval at the time of discovery and submit an invoice showing all deviations from the initially approved estimate when installation is complete.
3. Natural Gas Stove / Natural Gas Fireplace Insert and Propane Stove / Propane Fireplace Insert
- a. Eligible Options: DEQ authorizes base model natural gas stove / natural gas stove inserts and propane stove / propane fireplace inserts for each particular brand/model selected. DEQ will not pay for extra options such as, but not limited to, thermostats, specialized legs, and specialized doors. If not technically included in base model specifications, DEQ will authorize the following options:
    - i. Blower
  - b. Warranty: All stoves will have the following minimum factory warranty on the parts listed below in addition to all regular manufacturer warranties:
    - i. 5-year warranty on firebox and door
    - ii. 2-year warranty on burner
  - c. Eligible Installation Costs: Basic installation costs are covered without additional justification if estimate is below capped cost outlined in Table 1. If additional level-of-effort beyond a basic installation is required, Participating Vendors must provide additional justification.
    - i. Prior to estimate approval by DEQ
      - 1. **Pre-Estimate Chimney Cleaning/Inspection:** if required in order to develop an estimate, Vendor shall submit a justification and receive DEQ approval prior to conducting cleaning/inspection.
      - 2. **Estimate exceeds basic installation costs.** Participating Vendors must provide additional justification to receive DEQ approval.
    - ii. After estimate has been approved by DEQ
      - 1. **Additional level-of-effort discovered during installation.**  
Participating Vendor is required to receive DEQ approval at the time of discovery and submit an invoice showing all deviations from the initially approved estimate when installation is complete.
4. Electric Central Unit / Electric Heat Pump
- a. Eligible Options: DEQ authorizes base model electric central unit / electric heat pumps for each particular brand/model selected. DEQ will not pay for extra options. If not technically included in base model specifications, DEQ will authorize the following options:
    - i. Blower/fan
    - ii. Thermostat
  - b. Warranty: All electric Central units will have the following minimum factory warranty on the parts listed below in addition to all regular manufacturer warranties:
    - i. General 10-year warranty
    - ii. Limited lifetime warranty on heat exchanger

- c. Eligible Installation Costs: Basic installation costs are covered without additional justification if estimate is below capped cost outlined in Table 1. If additional level-of-effort beyond a basic installation is required, Participating Vendors must provide additional justification.
  - i. Prior to estimate approval by DEQ
    - 1. **Estimate exceeds basic installation costs.** Participating Vendors must provide additional justification to receive DEQ approval.
  - ii. After estimate has been approved by DEQ
    - 1. **Additional level-of-effort discovered during installation.** Participating Vendor is required to receive DEQ approval at the time of discovery and submit an invoice showing all deviations from the initially approved estimate when installation is complete.

**Table 1. Replacement equipment and basic installation capped costs for new qualifying heating device replacement.**

Replacement Device Category	Capped Costs	
	Non Low-Income	Low-Income
Woodstove / Woodstove Insert	\$4,000	<b>\$5,500</b>
Wood-Pellet Stove / Wood-Pellet Fireplace Insert	\$4,200	<b>\$5,750</b>
Natural Gas Stove / Natural Gas Fireplace Insert	\$3,800	<b>\$5,250</b>
Propane Stove / Propane Fireplace Insert	\$3,800	<b>\$5,250</b>
Electric Central Unit / Electric Heat Pump	\$4,200	<b>\$5,750</b>

**Table 2. Allowable replacements**

Existing Device	New Device
Non-EPA-certified wood, coal or pellet appliance	New EPA-certified wood, pellet, gas, propane or electric appliance
EPA-certified wood or pellet appliance 20 years old or older	New EPA-certified wood, pellet, gas, propane or electric appliance
EPA-certified wood or pellet appliance less than 20 years old	A cleaner burning new EPA-certified pellet, gas, propane or electric appliance
Open Hearth Fireplace	Retrofit with EPA-certified pellet, gas, propane or electric appliance

### Section 3. WSCO Program Process Requirements

#### 1. Participating Vendors shall:

- a. Complete initial home visit. This visit includes confirming that Applicant has an eligible woodstove to be replaced that is installed and operable. Eligible devices include:
  - i. All uncertified woodstoves that lack an EPA certification label
  - ii. Older EPA certified woodstoves bearing an EPA certification label with a clear manufacturing date.
- b. Certify in the Program Tracking Form that the old appliance being replaced meets the eligibility criteria in 3.1a and if applicable, provide the manufacturing year for EPA-certified woodstoves.

- c. If the Participating Vendor determines that an inspection/cleaning is required prior to developing an estimate, submit cost estimate and justification for the inspection/cleaning to DEQ for approval prior to conducting inspection. The cost estimate and justification may be submitted by phone to the WSCO Program Coordinator. The Coordinator has the authority to approve these requests. The cost of this inspection/cleaning, if conducted, will be included in the overall cost of the change-out and will apply toward the capped cost.
  - d. Submit installation estimate to DEQ to the attention of West Silver Valley Targeted Air Shed Analyst, Dan Smith. Estimates may be submitted via e-mail to [Dan.Smith@deq.idaho.gov](mailto:Dan.Smith@deq.idaho.gov) or by mail to DEQ Kellogg Office, 1005 W. McKinley Ave., Kellogg, ID 83837. The estimate must be itemized and must include the following items, at a minimum:
    - i. The Applicant's name and address.
    - ii. The Participating Vendor's and any subcontracted installers' HVAC certificate of competency certificate number (per Idaho Code §54-5011). If the named subcontracted installer has an HVAC apprentice certificate of competency, the estimate must include proof of an HVAC licensed individual/entity that is supervising the install.
    - iii. Cost of new appliance: Clearly itemize the cost of the base model and any DEQ-approved options listed in Section 2 and a description and cost of any extra options requested by the Applicant.
    - iv. Cost of labor: Clearly describe and itemize the cost of basic installation, costs for cleaning chimney/venting, any repair work required to meet all municipal and fire codes, and a description of costs associated with any extra options requested by the Applicant.
    - v. Cost of parts: Clearly describe and itemize the cost of all parts required as part of the basic installation, parts required for any repair work to meet all municipal and fire codes, and parts required for extra options requested by the Applicant.
    - vi. Applicant approval: Ensure that the Applicant has signed the estimate, indicating their acceptance of the estimate prior to submitting the estimate to DEQ.
    - vii. **Estimates dated prior to the applicant being approved by DEQ, whether signed or not, are not valid for the purposes of this program.**
  - e. Do not include the cost of any pre-estimate inspection/cleaning in the cost estimate. The pre-estimate inspection/cleaning must be submitted as a separate invoice.
- 2. DEQ shall:**
- a. Review the project specifications contained on the estimate:
    - i. Upon approval of estimate, DEQ will issue the Applicant a written notice summarizing the following:
      - 1. The summary will clearly indicate what costs DEQ will pay and which additional costs, if any, are the responsibility of the Applicant.

2. If the Applicant agrees with DEQ's summary decision, they may accept it by signing the summary and returning it to DEQ for final DEQ signature.
3. DEQ will co-sign the accepted summary document and return the fully signed and approved summary to the Applicant whereupon the Applicant may contact the Participating Vendor to proceed with installation.
4. If the Applicant does not accept DEQ's approval decision, the Applicant may work with the Participating Vendor and DEQ to find an acceptable alternative.
  - ii. Upon denial, issue a written letter to the Applicant (via e-mail or hardcopy) detailing the specific reasons for estimate rejection.

**3. Participating Vendors shall:**

- a. Obtain necessary permits and schedule installation.
- b. Confirm the manufacturing date of old EPA-certified woodstove inserts. If manufactured less than 20 years from the current date, the Applicant may only replace the woodstove with a pellet appliance, a gas or propane appliance or an electric appliance.
- c. Supply and install qualifying heating device in accordance with DEQ's approval decision. If additional level-of-effort for installation beyond that identified in the accepted estimate is required, provide justification and receive DEQ and Applicant approval for any increased cost prior to proceeding. Approval may be requested by phone from the WSCO Program Coordinator.
  - i. Participating Vendors will not be reimbursed for any additional work not included in the signed estimate and summary document without prior DEQ approval (either verbal or in writing).
  - ii. The cost of any unforeseen installation work will be considered inclusive within capped costs as outlined in Table 1. Any additional costs over the capped costs will be the Applicant's responsibility. It is therefore necessary to inform the Applicant of these changes and obtain their consent to pay for the additional costs while seeking DEQ approval.
- d. Instruct the Applicant on the operation of the newly installed device. The Participating Vendor must certify meeting this training requirement in the Program Tracking Form.
- e. Render the old woodstove inoperable by either cutting a minimum two inch by two inch hole in the stove or removing or damaging the hinges beyond repair.
- f. Demonstrate that the stove has been rendered inoperable by providing DEQ with a picture that:
  - i. Shows the damage to the stove
  - ii. Identifies which client's stove is in the picture.
- g. Recycle stove at any Participating Recycler location, obtain a recycling receipt as proof of disposal, and provide the receipt to DEQ. DEQ maintains a list of Participating Recyclers on its website at <http://www.deq.idaho.gov/air-quality/burning/woodstoves/replacements-and-tax-deductions/>
- h. Submit request for reimbursement, including the documentation listed below, to the West Silver Valley Targeted Air Shed Analyst, Dan Smith. Requests may be



submitted via e-mail to [Dan.Smith@deq.idaho.gov](mailto:Dan.Smith@deq.idaho.gov) or by mail to DEQ Kellogg Office, 1005 W. McKinley Ave., Kellogg, ID 83837. If any of the documentation is not included, or is incomplete, DEQ will not issue reimbursement.

- i. Copy of itemized customer invoice:
  1. Invoices must be addressed to DEQ and not the Applicant but must include Applicant name and address.
  2. Only one household per invoice. Do not include multiple households on a single invoice.
  3. Must include the Participating Vendor's and any subcontracted installers' HVAC certificate of competency certificate number (per Idaho Code §54-5011). If the named subcontracted installer has an HVAC apprentice certificate of competency, the invoice must include proof of an HVAC licensed individual/entity that supervised the install.
- ii. Completed and signed Program Tracking Form (Appendix A).
- iv. Photo documentation showing new appliance installed and ready for use. Photo documentation showing stove that has been rendered inoperable as described in 3(e).
- v. Completed and signed Woodstove Recycling Receipt (Appendix B).
- vi. Copies of appropriate permits.
- vii. Copy of code compliance inspection certificate.

**4. DEQ shall**

- a. Review Participating Vendor's invoice, final program documents, and photos.
  - i. DEQ will process each invoice individually and will not process invoices that include more than 1 household.
- b. Issue reimbursement to Participating Vendor. DEQ post install home visit does not have to occur before reimbursement is issued.
- c. DEQ will visit the home to confirm that the Participating Vendor's work has met all agreement terms and conditions.

**Section 4. Agreement Relationship**

It is agreed that DEQ is in no way associated or otherwise connected with the performance of any service under the agreement on the part of the Participating Vendor, its employees or employee-hiring, or with Participating Vendor incurred expenses. The Participating Vendor is an independent contractor in the performance of each and every part of the agreement and solely and personally liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein.

The Participating Vendor is also solely and personally liable for any and all damages in connection with the operation of the agreement, whether for personal injuries or damages of any other kind. The Participating Vendor shall exonerate, defend, indemnify, and hold the state harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation, and income tax laws with respect to the Participating Vendor or Participating Vendor's employees engaged in performance under the agreement.



The Participating Vendor will maintain any applicable workers' compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of workers' compensation insurance may, at DEQ's option, result in cancellation of the agreement. The Participating Vendor must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the state of Idaho, as evidence that the Participating Vendor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. DEQ does not assume liability as an employer.

Furthermore, the Participating Vendor will carry out requirements under its agreements with Applicants as an independent contractor. DEQ, under the agreement, serves as a compliance/oversight agent, approving the Participating Vendor generated estimates for removing eligible stoves and installing qualifying heating devices prior to commencing work and payout of funds when all applicable criteria have been met in the Program Tracking Form (Appendix A). The Participating Vendor shall carry out its requirements for woodstove change-out in a way that ensures the satisfaction of Applicants, fulfilling its obligations under this agreement with DEQ and any agreement with a qualified Applicant under the WSCO Program. DEQ does not assume liability for the Participating Vendor's obligations as they pertain to the appropriate and comprehensive purchase, delivery, permitting, and installation of a qualifying heating device within a Applicant's residence.

### **Section 5. Changes/Modifications**

Changes or modifications to this agreement in any particular fashion can be affected only upon written consent of DEQ, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change.

Additionally, the Participating Vendor and DEQ responsibilities, as well as templates and forms provided with the agreement, have been developed specifically for the WSV WSCO Program. DEQ may issue unilateral amendments to the agreement to make administrative changes (e.g., modifying a form/template, nonsubstantive changes to responsibilities) when necessary. A Participating Vendor will receive written notification of any administrative changes made by DEQ during the life of the agreement.

### **Section 6. Assignments**

This agreement is not assignable.

### **Section 7. Subcontracting**

A Participating Vendor may enter into a subcontract relating to the successful completion of WSCO Program requirements under this agreement with HVAC licensed subcontractors. This permission to subcontract, however, does not in any way relieve the Participating Vendor of its obligations for payment of subcontracted work, or any other responsibility under the agreement. The Participating Vendor shall be and remain liable for all damages to DEQ and/or Applicant caused by negligent performance or nonperformance of work under the agreement by Participating Vendor's subcontractors. In addition, subcontractors must maintain the same types

and levels of insurance as required of the Participating Vendor under the agreement, save the Participating Vendor providing proof to DEQ's satisfaction that the subcontractors are fully covered under the Participating Vendor's insurance. Unless Participating Vendor's insurance provides workers' compensation coverage for subcontracted installer and subcontracted installer's employees, Participating Vendor shall verify the effectiveness of its subcontractors' insurance prior to using a subcontracted installer under the agreement and at least annually thereafter during the term of the agreement.

Documentation for any subcontractor to be used as an installer shall be included with the initial submission of a Participating Vendor's agreement documents. Those subcontractors that hold an HVAC certificate of competency certificate number, and meet all other program requirements, will be listed on the Participating Vendor's list. Should the Participating Vendor choose to add a new subcontractor to its list of subcontracted installers, it must submit to DEQ the qualifications, including the certificate of competency certificate number, of that subcontractor prior to submitting an estimate. DEQ will alert the Participating Vendor when a subcontractor has been added under its agreement. If DEQ receives an estimate that includes a subcontractor that has not been added under a Participating Vendor's agreement, that estimate will not be approved until that subcontractor has been verified.

### **Section 8. Indemnification**

Participating Vendor shall indemnify, defend, and save harmless DEQ (and by extension, the State of Idaho), its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever caused by or arising out of the Participating Vendor's negligent or wrongful performance, acts or omissions under this agreement, or the Participating Vendor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of DEQ's (and by extension, the State of Idaho's) sovereign immunity, which is hereby expressly reserved.

### **Section 9. Termination for Fiscal Necessity**

DEQ is a government entity, and it is understood and agreed that its payments under the agreement shall be paid from funds granted by the federal government. The federal government is not legally obligated to provide funds to fulfill the agreement. The agreement shall in no way or manner be construed so as to bind or obligate DEQ beyond the term of any particular appropriation of federal funds granted to DEQ. DEQ reserves the right to terminate the agreement in whole or in part (or any order placed under it) if, in its sole judgment, the federal government, under the Community Airshed Grant, neglects or refuses to appropriate sufficient funds as may be required for DEQ to continue such payments, or requires any return or "give-back" of funds required for DEQ to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g., through repeal of enabling legislation), or if DEQ discontinues or makes a material alteration of the program under which funds were provided, or if funds are discontinued.

DEQ shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within 10 calendar days after notice to the Participating Vendor. Further, in the event that funds are no longer available to support the agreement, as described herein, DEQ shall not be liable for any

penalty, expense, or liability or for general, special, incidental, consequential, or other damages resulting therefrom.

In the event of early agreement termination under this section, DEQ will collect all Participating Vendor-owned equipment (if any) and accessory items (if any) distributed under the agreement within 30 calendar days of agreement termination. Items will be collected at a central (or regional) location designated by DEQ. Participating Vendor will be responsible for all costs associated with packaging and removing all Participating Vendor-owned items from the DEQ-designated location, which must be completed within 30 calendar days of written notification from DEQ. If DEQ fails to remove the Participating Vendor's items within that time period, DEQ may charge the Participating Vendor for costs associated with storing the items and may otherwise dispose of the items as allowed by applicable law. At Participating Vendor's request, DEQ shall promptly provide supplemental documentation as to such termination for fiscal necessity. Nothing in this section shall be construed as ability by DEQ to terminate for its convenience.

### **Section 10. Termination for Cause**

DEQ may remove a Participating Vendor from DEQ's Participating Vendors list when the Participating Vendor has been provided written notice of default or noncompliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed 30 calendar days. Default or noncompliance by the Participating Vendor may be defined by, but not limited to, the following:

- Failure to respond to Applicant's request for appointment
- Failure to provide detailed estimates to DEQ
- Failure to correct code violations (automatic disqualification from future jobs)
- Failure to educate Applicant on appropriate stove usage at the time of final installation
- Installation of a device without prior DEQ written approval
- Installation of a device that is not a qualifying heating device approved by DEQ
- Failure to comply with destruction of old stove requirement
- Repeated failure to submit appropriate information contained within the WSCO Program Tracking Form (Appendix A)

*Note:* DEQ and/or Applicant, upon termination for default or noncompliance, reserves the right to take any legal action it may deem necessary to offset damages caused by the Participating Vendor.

### **Section 11. Governing Law and Severability**

The agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of the agreement shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of the agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and the agreement will remain in force.

## Section 12. Certification

By signing below, the vendor whose name is set forth below certifies the following under the penalty of perjury:

- Represents and warrants that it, and all submitted subcontractors, shall hold all required licenses and certifications, including but not limited to HVAC certificates of competency, during the removal of eligible woodstoves and installation of qualifying heating devices under this agreement.
- Understands that DEQ does not warranty any qualifying heating devices purchased under this program, including, but not limited to, the quality, functionality, or satisfaction of the device. Any and all warranties are through the stove manufacturer and Participating Vendor.
- Holds a certificate of competency as an HVAC contractor and will remain licensed during the entire period of participation in the WSCO Program. Any licensed subcontractors utilized also must hold certificates of competency that meet the requirements to install the applicable qualifying heating device (as per Idaho Code §54-5009).
- Has provided true and accurate information on this agreement and within the attached documents. This form and all required attachments have been submitted with **ALL** sections completed.
- Agrees to all of the terms and conditions described within this Participating Vendor agreement.
- Agrees to the Participating Vendor payment process in Section 3.3.d.

Copies of the following documents have been included with this submission.

- HVAC certificate of competency (as per Idaho Code §54-5011) for the submitting vendor and for any subcontractors to be used as installers under the agreement.
- Proof of HVAC contractor license bond in accordance with Idaho Code §54-5007.
- Proof of current insurance reflecting, at a minimum, the limits detailed within Appendix D.
- IRS W-9 [https://www.sco.idaho.gov/web/DSADoc.nsf/8C38481652D9FF1D872570D2006E1D3E/\\$FILE/W9andEFT.pdf](https://www.sco.idaho.gov/web/DSADoc.nsf/8C38481652D9FF1D872570D2006E1D3E/$FILE/W9andEFT.pdf)
- List of qualifying heating devices Participating Vendor will offer under this agreement.

**THIS AGREEMENT** shall commence on the date of the final signature included below and continue until December 31, 2020, unless notified in writing otherwise, as executed by the persons signing below, who warrant they have the authority to execute a legally binding agreement.

**Idaho Department of Environmental Quality**

**Vendor Name:** \_\_\_\_\_

**Vendor Representative:** \_\_\_\_\_

Vendor Address/Phone/E-Mail

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Matt Orem

DEQ Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

<< Vendor Representative Signature >>

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*This page intentionally left blank for correct double-sided printing.*

## **Appendix A. Program Tracking Form**



*This page intentionally left blank for correct double-sided printing.*

## **Appendix B. Old Woodstove Recycling Receipt Proof of Disposal**

*This page intentionally left blank for correct double-sided printing.*



*This page intentionally left blank for correct double-sided printing.*

## **Appendix D. WSV WSCO Program Participating Vendor Proof of Insurance Requirements**

INSURANCE: Each applying Vendor shall provide certificate(s) of insurance reflecting the below-defined minimum limits of the insured (Participating Vendor) and shall maintain the insurance during the life of the Agreement. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance with an application submission may be cause for the application to be rejected.

The Participating Vendor shall carry liability and property damage insurance that will protect them, the Applicant(s) and DEQ from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Participating Vendor shall not commence work under the Agreement until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to DEQ. All insurance policies and certificates must be signed copies. After work commences, the Participating Vendor will keep in force all required insurance until the Agreement is terminated.

**Commercial General and Umbrella Liability Insurance.** Participating Vendor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and any Agreement with a Applicant.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent (sub)contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Commercial Automobile and Commercial Umbrella Liability Insurance.** Participating Vendor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

**Workers' Compensation Insurance and Employer's Liability.** Participating Vendor shall maintain workers' compensation and employers liability insurance, and shall comply with Idaho Statutes regarding workers' compensation.

The Commercial Umbrella and/or employers liability limits (if necessary) shall not be less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

Additional Requirements:

Notice of Cancellation or Change: The Participating Vendor shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the Participating Vendor or its insurer to DEQ.

Participating Vendor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s).

*This page intentionally left blank for correct double-sided printing.*