



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**NOTICE OF FUNDING OPPORTUNITY (NOFO)**

**NOFO NO. 27-37307-111**

**NOTE:** Please read this entire document before submitting a response. Responses that do not meet one or more requirement stated herein may be disqualified and not scored.

**PROJECT TITLE: Self-Advocates in Leadership (SAIL)**

**PROPOSAL DUE: Tuesday August 25<sup>th</sup>, 2026, at 4:59pm, Pacific Time, Olympia, WA**

**ESTIMATED TIME PERIOD FOR CONTRACT: 10/1/2026 – 9/30/2028**

**PROPOSER ELIGIBILITY:** This NOFO is open to those Proposers which satisfy the minimum qualifications stated herein and are available for work in Washington.

**FUNDING SOURCE AND METHOD:** This is **Federal** funding. Payments will be made on a **reimbursement basis** for deliverables accepted and/or allowable time and expenses.

**CONTENTS OF THE NOTICE OF FUNDING OPPORTUNITY:**

1. Introduction
2. General Information for Proposers
3. Proposal Contents
4. Evaluation and Award
5. Exhibits

# Table of Contents

<b>1. INTRODUCTION .....</b>	<b>1</b>
1.1 PURPOSE AND BACKGROUND .....	1
1.2 OBJECTIVES AND SCOPE OF WORK .....	1
1.3 MINIMUM QUALIFICATIONS.....	4
1.4 FUNDING .....	4
1.5 PERIOD OF PERFORMANCE.....	4
1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES.....	4
1.7 DEFINITIONS .....	4
1.8 ADA.....	5
<b>2. GENERAL INFORMATION FOR PROPOSERS .....</b>	<b>6</b>
2.1 NOFO COORDINATOR .....	6
2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.....	6
2.3 QUESTION AND ANSWER PERIOD .....	7
2.4 PRE-PROPOSAL CONFERENCE.....	7
2.5 This Section Removed .....	7
2.6 SUBMISSION OF PROPOSALS .....	7
2.7 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE .....	7
2.8 REVISIONS TO THE NOFO.....	8
2.9 DIVERSE BUSINESS INCLUSION PLAN.....	8
2.10 ACCEPTANCE PERIOD.....	8
2.11 COMPLAINT PROCESS .....	9
2.12 RESPONSIVENESS.....	9
2.13 MOST FAVORABLE TERMS .....	9
2.14 CONTRACT GENERAL TERMS & CONDITIONS .....	9
2.15 COSTS TO PROPOSE .....	10
2.16 NO OBLIGATION TO CONTRACT.....	10
2.17 REJECTION OF PROPOSALS .....	10
2.18 COMMITMENT OF FUNDS .....	10
2.19 ELECTRONIC PAYMENT .....	10
2.20 INSURANCE COVERAGE .....	10
<b>3. PROPOSAL CONTENTS .....</b>	<b>11</b>
3.1 CERTIFICATIONS AND ASSURANCES (MANDATORY) .....	11
3.2 LETTER OF SUBMITTAL (MANDATORY) .....	11

3.3	<i>TECHNICAL PROPOSAL (SCORED)</i> .....	12
3.4	<i>MANAGEMENT PROPOSAL</i> .....	12
3.5	<i>COST PROPOSAL</i> .....	14
<b>4.</b>	<b>EVALUATION AND CONTRACT AWARD</b> .....	<b>15</b>
4.1	<i>EVALUATION PROCEDURE</i> .....	15
4.2	<i>EVALUATION BREAKDOWN</i> .....	15
4.3	<i>VIRTUAL PRESENTATIONS MAY BE REQUIRED</i> .....	15
4.4	<i>NOTIFICATION TO PROPOSERS</i> .....	15
4.5	<i>DEBRIEFING OF UNSUCCESSFUL PROPOSERS</i> .....	16
4.6	<i>PROTEST PROCEDURE</i> .....	16
<b>5.</b>	<b>NOFO EXHIBITS</b> .....	<b>18</b>
Exhibit A	Certifications and Assurances .....	18
Exhibit B	Diverse Business Inclusion Plan .....	18
Exhibit C	Workers' Rights Certification .....	18
Exhibit D	Example Grant Contract with General Terms and Conditions (Do not submit) .....	18
Exhibit E	Example Scoresheet (Do not submit) .....	18

# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington Department of Commerce, hereafter called "COMMERCE," is initiating this Notice of Funding Opportunity (NOFO) to solicit Proposals from those qualified and interested in grant funding to help people with intellectual and developmental disabilities (I/DD) build leadership skills, speak up about issues that matter, and take part in public policy. The Developmental Disabilities Council supports SAIL's independence, and SAIL members choose their own priorities and direction. The Council and SAIL leadership will continue working together to strengthen the program and explore future growth.

Under Public Law 106-402 the Developmental Disabilities Assistance and Bill of Act of 2000 (DD Act) the DDC is mandated as a voice within state government for individuals with DD and their families to receive the supports and other assistance needed to achieve independence, productivity, integration, and inclusion into the community. The DDC engages in and supports advocacy capacity building and systemic change activities that contribute to a coordinated consumer-and family-centered, consumer-and family-directed comprehensive system that includes needed community services individualized supports and other forms of assistance that promote self-determination for individuals with DD and their families.

The DDC is comprised of 27 members who are appointed by the Governor. Members are individuals with DD, family members and parents, advocates and representatives from agencies that provide or fund services.

The DDC mission is to work collaboratively with individuals with DD, families and guardians, service providers, advocates and policy makers to:

1. Assure that individuals DD and their families have access to culturally competent, consumer/family-centered supports and other assistance which promotes independence, productivity, integration and inclusion in the community; and
2. Promote this vision in the public policy and planning arena through systems change, community capacity building and advocacy at the local state and national levels.

Recipients of DDC funds are expected to be partners in bringing about improvement through change to service and support systems.

### **Purpose of SAIL as written in the WADDC's 5-Year State Plan**

The SAIL program is included in the Washington State Developmental Disabilities Council's drafted **2027–2031 State Plan** under **Goal 1, Objective 1.1**. The language below represents the *current draft* for the program. It is considered draft language because the new **five-year state plan** is still being developed and will be submitted to the federal government this summer. Once the federal government approves the plan, it will take effect on **October 1, 2026**.

#### **Goal 1: Advocacy – Helping People Speak Up and Be Heard**

*The Council will help people with developmental disabilities (DD) and their families learn how to speak up for what they need, share their experiences, and work together for change.*

#### **Objective 1.1 — Strengthen Self-Advocacy and Peer Leadership**

*The Council will support self-advocacy activities and organizations across Washington through training, mentorship, and collaboration.*

**COMMERCE intends to award one contract to provide the services described in this NOFO with an opportunity to extend further on a yearly basis through September 2031 as aligned with the Washington State Developmental Disabilities Council 2027-2031 State Plan.**

## 1.2 OBJECTIVES AND SCOPE OF WORK

## **Program Purpose**

SAIL helps people with intellectual and developmental disabilities (I/DD) build leadership skills, speak up about issues that matter, and take part in public policy. The Developmental Disabilities Council supports SAIL's independence, and SAIL members choose their own priorities and direction. The Council, Grantee and SAIL leadership will work together to strengthen the program and explore future growth.

### **Role of the Contractor — Technical Assistance and Program Support for SAIL**

The Apparently Successful Contractor will serve as the primary technical assistance provider and operational support partner to the Self-Advocates in Leadership (SAIL) program. As the awardee, the Contractor will not direct SAIL's priorities or advocacy positions; instead, the Contractor will ensure that SAIL members, leaders, and committees have the tools, access, coordination, and support necessary to accomplish the objectives and activities outlined below.

The Contractor's role is to strengthen SAIL's capacity, remove barriers to participation, and provide the day-to-day assistance required for SAIL to function effectively as an independent, self-advocacy-driven program. This includes:

- Providing technical assistance to the SAIL staff, Leadership Team, members, and committees so they can carry out leadership development, policy work, community engagement, and legislative advocacy.
- Ensuring accessibility and accommodations for all SAIL activities, including meetings, communications, events, and legislative participation.
- Coordinating and facilitating program operations so SAIL can meet the objectives and timelines established in the Scope of Work.
- Supporting SAIL's Administrative Director and Policy Director by helping organize activities, prepare materials, manage logistics, and maintain consistent communication with members and partners.
- Maintaining SAIL's independence by supporting member-driven decision-making and ensuring that program activities reflect the priorities identified by self-advocates.
- Providing subject-matter and process expertise related to legislative advocacy, public policy, community outreach, and disability rights, while ensuring that SAIL members remain the primary voices and leaders in all public-facing work.
- Acting as a reliable operational backbone so SAIL can grow, strengthen partnerships, and expand its impact across Washington State.

The Contractor is responsible for delivering the support, coordination, and technical assistance required for SAIL to successfully achieve all objectives and activities described in this Scope of Work. The Contractor must work collaboratively with SAIL leadership, the Developmental Disabilities Council, and community partners to ensure that SAIL members have meaningful opportunities to lead, advocate, and participate in the public policy process.

**Please address how you will implement each of the following areas within the Objectives (scope of the work):**

### **Areas of Emphasis**

**Proposals should clearly describe how the work will be carried out as evaluators will place particular emphasis on the following areas when scoring each subsection:**

- **Accessibility** — how program materials, tools, and platforms will be made accessible to all participants, including those with disabilities and varying levels of digital access;
- **Equity** — strategies for expanding partnerships with new and diverse community collaborators;
- **Collaboration** — plans to support collaboration among community partners in using program materials and engaging with one another, as well as plans for ongoing

collaboration with DDC staff to discuss progress, challenges, and opportunities throughout the contract period;

- **Feedback** — methods for measuring effectiveness, gathering input from community collaborators, and using that information to refine program delivery.

## **Objectives (please describe how your organization will address the following areas)**

### **Objective 1 — Help More People Become Leaders**

SAIL will support people with I/DD of all ages to learn leadership skills, build confidence, and take on leadership roles in their communities, organizations, and statewide groups.

**Bidder Question: *How would your organization support SAIL in helping more people with I/DD develop leadership skills and take on leadership roles?***

### **Objective 2 — Support People to Speak Up and Stay Involved**

SAIL will offer training, mentoring, and peer support so self-advocates can share their stories, understand how government works, and stay active in advocacy over time.

**Bidder Question: *How would your organization provide the training, mentoring, and support needed to help self-advocates speak up and remain engaged in advocacy?***

### **Objective 3 — Include People from All Communities**

SAIL will reach out to people from many cultures, languages, ages, and backgrounds so that Washington's disability movement reflects the full diversity of our state.

**Bidder Question: *How would your organization help SAIL engage people from diverse communities and ensure inclusive participation?***

### **Objective 4 — Help Policy Makers Understand What Matters to People with I/DD**

SAIL will help self-advocates talk directly with lawmakers and other decisionmakers about issues that affect their lives, including rights, services, and community inclusion.

**Bidder Question: *How would your organization support self-advocates in communicating directly with policymakers and sharing their lived experiences?***

### **Objective 5 — Recommend Policies That Protect Rights and Support Independence**

**SAIL will work with self-advocates to develop policy ideas that:**

- Strengthen the rights and choices of people with I/DD
- Support supported decision-making and other alternatives to guardianship
- Improve life transitions (school, work, housing, aging)
- Increase access to programs that build financial stability
- Address new and emerging issues that impact people with I/DD
- Expand opportunities for civic participation and community leadership

**Bidder Question: *How would your organization assist SAIL in developing, analyzing, and advancing policy recommendations in these areas?***

### **Objective 6 — Support Participation in the Public Policy Process**

SAIL will support self-advocates to take part in hearings, meetings, advisory groups, and other public processes where decisions are made.

**Bidder Question: *How would your organization help self-advocates participate meaningfully in public policy processes such as hearings, meetings, and advisory groups?***

### **Objective 7 — Build Strong Partnerships Across the State**

SAIL will work with self-advocacy groups, disability organizations, civil rights partners, and community groups to strengthen advocacy, reduce silos, and coordinate efforts for bigger impact.

**Bidder Question: *How would your organization help SAIL build and maintain partnerships with organizations across Washington State?***

### **Objective 8 — Provide Support to the SAIL Staff**

SAIL will provide the support needed for the program's staff, which is currently comprised of an Administrative Director and Policy Director, to do their work effectively. This includes helping them coordinate activities, guide policy work, support self-advocates, and keep the program running smoothly so SAIL can continue to grow and make an impact.

**Bidder Question: *How would your organization provide operational, administrative, and technical assistance to ensure the SAIL staff can carry out their responsibilities effectively?***

### 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- At least 5 years' providing support, accommodations and working with people with developmental disabilities.

Preferred Qualifications:

- An organization run by and for people with intellectual and developmental disabilities focused on self-advocacy.
- The ability to employ staff with lived experience to lead the program.
- Experience helping groups of people work together, ideally within the developmental disabilities' movement.

Proposals that do not clearly meet or exceed all minimum qualifications listed above are non-responsive and will not be evaluated.

### 1.4 FUNDING

COMMERCE has budgeted an amount not to exceed **\$108,000 per year** for this program. Proposals in excess of this amount will be considered non-responsive and will not be evaluated. In the event additional funding becomes available during the period of performance, any contract awarded may be amended to provide for additional related services. Additional funding is not guaranteed.

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

### 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this NOFO is tentatively scheduled to begin on or about **10/1/2026** and to end on **9/30/2028**. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the Contract for three one-year periods.

### 1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Proposers are encouraged to familiarize themselves with the requirements prior to submitting a Proposal that includes current or former state employees.

### 1.7 DEFINITIONS

Definitions for the purposes of this NOFO include:

**Apparent Successful Grantee/Bidder/Vendor/Contractor/Awardee:** The Proposer selected to perform the anticipated services, subject to successful completion of contract negotiations and execution of a written contract.

**COMMERCE or AGENCY:** The Department of Commerce is the agency of the state of Washington that is issuing this NOFO.

**Contract:** A written, legally binding agreement to perform the services proposed, also called a Grant or Interagency Agreement.

**Exhibit:** Document attached to this NOFO, also referred to as Attachment.

**Grantee:** Proposer whose Proposal has been accepted by COMMERCE and is awarded a fully executed, written contract. Also called Grantee, Awardee, Recipient, or Vendor.

**Notice of Funding Opportunity (NOFO):** Formal procurement or solicitation document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an NOFO is to permit the Proposer community to suggest various approaches to meet the need at or below a given funding level.

**Proposal:** A formal offer submitted in response to this Notice of Funding Opportunity.

**Proposer:** Individual, firm, organization, company, or other entity or group of entities that submits a Proposal to attain a contract with COMMERCE.

## 1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Proposers may contact the NOFO Coordinator to receive this Notice of Funding Opportunity in Braille or on tape.

## 2. GENERAL INFORMATION FOR PROPOSERS

### 2.1 NOFO COORDINATOR

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

Name	Kevin Vargas
E-Mail Address	<a href="mailto:Kevin.vargas@ddc.wa.gov">Kevin.vargas@ddc.wa.gov</a>

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Notice of Funding Opportunity	7/6/2026
Question & answer period	7/6/2026 – 7/28/2026
Answers to Q&A posted no later than	7/28/2026
Pre-Proposal Conference <a href="https://wastatecommerce.zoom.us/j/83676588852?pwd=72cNVePbqzRIHJGRW6gNBn2QvMA8sX.1">https://wastatecommerce.zoom.us/j/83676588852?pwd=72cNVePbqzRIHJGRW6gNBn2QvMA8sX.1</a>	<b>7/21/26</b> <b>3:30p-4:30p Pacific</b>
<b>Proposals due</b>	<b>Tuesday 8/25/2026</b> <b>4:59pm Pacific</b>
Evaluate proposals	8/26/2026 – 9/18/2026
Announce “Apparent Successful Grantee” and send notification via e-mail to unsuccessful Proposers	9/22/2026
Hold debriefing conferences (if requested)	9/23/2026 – 10/6/2026
Negotiate contract	9/23/2026 – 10/6/2026
Earliest date contract may be signed	10/7/2026

COMMERCE reserves the right to revise the above schedule.

### 2.3 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this NOFO sent to the NOFO Coordinator at the email address listed in Section 2.1 during this period. Questions should not identify the submitting person or organization. COMMERCE will answer all questions in a Q&A document posted no later than the date identified in Section 2.2 and will be available on the DDC website.

### 2.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **July 21<sup>st</sup>, 2026, 3:30pm – 4:30pm** Pacific time. The pre-proposal conference will be virtual only, on Zoom. All prospective Proposers are encouraged attend; however, attendance is not mandatory.

**Zoom Link Below:**

<https://wastatecommerce.zoom.us/j/83676588852?pwd=72cNVePbqzRIHJGRW6gNBn2QvMA8sX.1>

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Proposer that has requested the NOFO Coordinator to send them NOFO addenda.

### 2.5 This Section Removed

### 2.6 SUBMISSION OF PROPOSALS

**HARD COPY PROPOSALS: Electronic Proposals only**

**ELECTRONIC PROPOSALS:**

The proposal must be **received by the NOFO Coordinator** no later than **4:59pm** Pacific Time, in Olympia, Washington, on **Tuesday, August 25<sup>th</sup>, 2026**.

Proposals must be submitted electronically as an attachment to an e-mail to the NOFO Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF and document formats listed within Section 3 Proposal Contents. Zipped files cannot be received by COMMERCE and cannot be used for submission of Proposals. The Submittal Letter and the Certifications and Assurances form must have a scanned or digital signature of the individual within the organization authorized to bind the Proposer to the offer. COMMERCE does not assume responsibility for problems with Proposer's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Proposers should allow sufficient time to ensure timely receipt of the proposal by the NOFO Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE e-mail is found to be at fault at COMMERCE'S sole determination. Proposals should be sent in one email, however if more than one email is needed all must be received by the due date and time. Exceptions will not be made for partial submissions. Requests for deadline extensions will not be granted. All Proposals and any accompanying documentation become the property of COMMERCE and will not be returned. Any information received as a result of this NOFO may be collected and considered for continuous improvement purposes.

### 2.7 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals submitted in response to this NOFO shall become the property of COMMERCE. All Proposals received shall remain confidential until the Apparent Successful Grantee is announced; thereafter, all Proposals are subject to disclosure as provided for in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for

the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Proposer is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Proposer has marked as "Proprietary Information," COMMERCE will notify the Proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Proposer obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Proposer's information per the court order.

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

## **2.8 REVISIONS TO THE NOFO**

In the event it becomes necessary to revise any part of this NOFO, addenda will be provided via e-mail to all individuals who have made the NOFO Coordinator aware of their interest. Addenda may also be published on Washington's Electronic Business Solution (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. Such addenda will also be published anywhere the NOFO is posted, including on COMMERCE'S public webpage, located at <https://www.commerce.wa.gov/contracting/>.

You may also send your name and e-mail address to the NOFO Coordinator to request to receive any NOFO addenda.

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

## **2.9 DIVERSE BUSINESS INCLUSION PLAN**

Proposers are required to submit a Diverse Business Inclusion Plan with their Proposal describing in good faith their aspirational goals for subcontractor types. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. No minimum level of minority- or women-owned business, Washington Small Businesses, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

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

## **2.10 ACCEPTANCE PERIOD**

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

## 2.11 COMPLAINT PROCESS

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

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

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

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

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

## 2.12 RESPONSIVENESS

All Proposals will be reviewed by the NOFO Coordinator to determine compliance with administrative requirements and instructions specified in this NOFO. The Proposer is specifically notified that failure to comply with any part of this NOFO may result in disqualification of the Proposal as incomplete and/or non-responsive.

Disqualified Proposers will be notified after the announcement of the Apparent Successful Grantee(s).

Disqualified Proposers will be informed of the reason for disqualification; this shall constitute a debriefing conference for the purposes of Section 4.6, Protest Procedure.

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

## 2.13 MOST FAVORABLE TERMS

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

The Apparent Successful Grantee should be prepared to accept this NOFO for incorporation into a contract resulting from this NOFO. Contract negotiations may incorporate some, or all, of the Proposer's Proposal. The Proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

## 2.14 CONTRACT GENERAL TERMS & CONDITIONS

The Apparent Successful Grantee will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Exhibit D. This sample contract is for information and review only and should not be returned with your Proposal. In no event is a Proposer to submit its own standard contract terms and conditions in response to this NOFO. All proposed edits to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

## **2.15 COSTS TO PROPOSE**

COMMERCE will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this NOFO, travel to or conduct of a presentation, or any other activities related to responding to this NOFO.

## **2.16 NO OBLIGATION TO CONTRACT**

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

## **2.17 REJECTION OF PROPOSALS**

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

## **2.18 COMMITMENT OF FUNDS**

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

## **2.19 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful Grantee must have or obtain a Statewide Vendor Number (SWV) from the Office of Financial Management to be paid by COMMERCE. For more information, visit: [www.ofm.wa.gov](http://www.ofm.wa.gov).

## **2.20 INSURANCE COVERAGE**

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

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

### 3. PROPOSAL CONTENTS

#### **ELECTRONIC PROPOSALS:**

Proposals must be written in English and submitted electronically to the NOFO Coordinator in the order noted below. Please include headings for each section as this will provide clarification for evaluators:

1. Letter of Submittal (Have header)
2. Certifications and Assurances (Exhibit A to this NOFO)
3. Diverse Business Inclusion Plan (Exhibit B to this NOFO)
4. Workers' Rights Certification (Exhibit C to this NOFO)
5. Technical Proposal (Have Label/headers)
6. Management Proposal (Have Label/headers)
7. Cost Proposal (Not scored)

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

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

#### **3.1 CERTIFICATIONS AND ASSURANCES (MANDATORY)**

**The Certifications and Assurances form (Exhibit A to this NOFO) must be signed and dated** by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Proposers wishing to submit any proposed contract edits must indicate so on this form (see Section 2.14).

#### **3.2 LETTER OF SUBMITTAL (MANDATORY)**

**The Letter of Submittal must be signed and dated** by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Along with introductory remarks, the Letter of Submittal must include the following information about the Proposer and or subgrantees:

- A.** Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- B.** Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C.** Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D.** Federal Employer Tax Identification number **and** the Washington Uniform Business Identification (UBI) number issued by the state of Washington. If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Grantee.
- E.** Location from which the Proposer would operate.
- F.** Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the

Proposer's organization. If following a review of this information COMMERCE determines that a conflict of interest exists, the Proposer may be disqualified from further consideration.

### 3.3 TECHNICAL PROPOSAL (SCORED)

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

- A. Project Approach/Methodology:** Include a complete description of the Proposer's proposed approach and methodology for the program. This section should convey Proposer's full understanding of the proposed program outlined in section 1.2 Objectives and Scope of Work.
- B. Work Plan:** Include all program requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the program defined in this NOFO. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully complete the program. Include any required involvement of COMMERCE staff. The Proposer may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. Identify any work to be completed by subcontractors or subgrantees but do not select subcontractors or subgrantees until all relevant requirements have been reviewed, including the Code of Federal Requirements if applicable.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts and outcomes the Proposer will achieve, including how these impacts and outcomes will be monitored, measured and reported to COMMERCE.
- E. Risks:** The Proposer must identify potential risks that are considered significant to the success of the project in sufficient detail to convey to members of the evaluation team the Proposer's ability correctly assess and manage risk. Include how the Proposer will effectively monitor and manage these risks, including timely reporting of risks to COMMERCE.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the purpose of this NOFO described in Section 1.1 and met the requirements set forth in Section 1.2.

### 3.4 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

- 1. Project Team Structure and Internal Controls:** Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Proposers are reminded to select subcontractors only after reviewing all relevant requirements. Provide an organizational chart indicating lines of authority for personnel involved in performance of this potential contract and relationships of these staff to other programs or functions of the organization(s). This chart must also show lines of authority to the next senior level of management. Include who will have prime responsibility and final authority for the work.
- 2. Staff Qualifications and Experience:** Identify staff, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.

Staff identified in the Proposal must actually perform the assigned work. Any staff substitution must have prior approval from COMMERCE.

#### **B. Experience of the Proposer (SCORED)**

1. Indicate the experience the Proposer has in the following areas. If the Proposer does not have the specified experience, explain whether the Proposer plans to seek a subcontractor with that experience or other mitigation strategy:
  - a. Working with the Intellectual and Developmental Disability Community.
  - b. Understanding of State and Federal Legislative Processes.
  - c. Hosting online, in person and hybrid events with and for the IDD Community.
2. Indicate any other relevant experience that shows the qualifications of the Proposer for the performance of the potential contract.
3. Include a list of contracts the Proposer has had during the last five years that relate to the Proposer's ability to perform the services needed under this NOFO. List contract reference numbers, period of performance, contact persons, telephone numbers, and e-mail addresses. COMMERCE may award extra points to entities that are new to state contracting or pass-through funding in its sole discretion.

#### **C. Related Information (MANDATORY)**

1. If the Proposer or any known subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, contract number, project description and/or other information available to identify the contract.
2. If any member of the Proposer's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Proposer has had any contract terminated for default in the last five years, describe such incident. Termination for default, also called termination for cause, is defined as notice to stop contract work for reasons related to contract performance and/or compliance and the termination was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.
5. If the Proposer plans to subcontract/subgrant any portion of the award, describe how subcontractors/subgrantees will be selected, as well as your organization's plan and ability to compensate those subcontractors/subgrantees prior to seeking reimbursement from COMMERCE. If not, state that no subcontracting/subgranting will occur.

Please note that federally funded awards must comply with all applicable sections of the Code of Federal Regulations, 2 CFR 200, including selection of subs.

#### **D. References (MANDATORY)**

List names, addresses, telephone numbers, and e-mail addresses of three (3) references the Proposer has done business with and three (3) professional references the lead staff person has performed work for and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a Proposal the Proposer and any partners or agents authorize COMMERCE to contact these references and any others who, from

COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not contact references in its sole discretion.

**E. OMWBE and WDVA Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington Office of Minority and Women's Business Enterprises (OMWBE) or Washington Department of Veteran Affairs (WDVA) if certified small, minority-, women-, or veteran-owned business(es) will be participating on this project in any capacity. For more information please see Section 2.9 and visit: [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or [www.wdva.wa.gov](http://www.wdva.wa.gov).

**3.5 COST PROPOSAL (Mandatory, but not scored)**

The total amount proposed must not exceed the amount specified in Section 1.4 to be considered responsive to this NOFO.

The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose Proposal best meets the requirements of this NOFO. However, Proposers are encouraged to submit Proposals which are consistent with state government efforts to conserve resources.

**Identification of Costs (Mandatory, but not scored)**

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Proposer is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Proposers are required to collect and pay Washington state sales and use taxes if applicable.

Costs for work to be completed by subcontractors or subgrantees are to be broken out separately.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this NOFO and any addenda issued. The evaluation of Proposals will be accomplished by one or more evaluation team(s) designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, in its sole discretion, may elect to invite top-scoring Proposers as finalists for a virtual presentation or interview.

The NOFO Coordinator may contact the Proposer for clarification of any portion of their Proposal. Proposers are not permitted to submit, resubmit, correct, or change any materials of any kind after the date and time stated in Section 2.6 SUBMISSION OF PROPOSALS.

### 4.2 EVALUATION BREAKDOWN

The following weighting will be assigned to each proposal section for evaluation purposes. Subsections may or may not be of equal weight.

**Technical Proposal – 80%**

- Project Approach/Methodology
- Work Plan
- Project Schedule
- Outcome and Performance Measurement
- Risks
- Deliverables

**Management Proposal – 20%**

- Project Team Structure
- Internal Controls
- Staff Qualifications and Experience

**Cost Proposal** is Not Scored. Proposals quoting a cost above this amount will be disqualified in the administrative review and will not be scored.

**Workers' Rights Certification** Those Proposers that certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 1% of their awarded points added to their final score (see Exhibit C).

**COMMERCE reserves the right to award the contract(s) to the Proposer(s) whose Proposal is deemed to be in the best interest of COMMERCE and the state of Washington.**

### 4.3 VIRTUAL PRESENTATIONS MAY BE REQUIRED

After evaluating the written proposals COMMERCE may elect to schedule virtual presentations or interviews of top-scoring Proposers. If so, COMMERCE will contact the top-scoring Proposers from the written evaluation to schedule a date and time to meet on a platform such as Zoom or Microsoft Teams. Any commitments made by the Proposer during a virtual presentation or interview will be considered binding.

The virtual presentations will determine the Apparent Successful Grantee(s).

### 4.4 NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparent Successful Grantee(s) of their selection in writing upon completion of the evaluation process. Proposers who were not selected for further negotiation or award will be notified separately. Notification may also be made to the COMMERCE public website, Washington Electronic Business Solution (WEBS), or other publicly accessible locations.

#### 4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Proposer who has submitted a Proposal and received notice that they were not selected for contract negotiation may request a debriefing. The request for a debriefing conference must be received by the NOFO Coordinator within three (3) business days after the Unsuccessful Proposer Notification is e-mailed to the Proposer. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Proposer's Proposal;
- Any written comments from evaluators related to that Proposer;
- Review of Proposer's final score in comparison with the other final scores **without** identifying the other Proposers or reviewing their Proposals.

Comparisons between Proposals or evaluations of the other Proposals is not allowed. COMMERCE will not discuss any items other than the three bullet points above. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. COMMERCE reserves the right to end a debriefing for any reason.

#### 4.6 PROTEST PROCEDURE

Protests may be filed only by Proposers who submitted a response to this NOFO and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the NOFO Coordinator. Protests must be received by the NOFO Coordinator no later than 5:00pm Pacific time on the fifth business day following the debriefing. Protests must be submitted by email. Proposers may choose to copy COMMERCE'S Central Contracts Office at [formalprotest@commerce.wa.gov](mailto:formalprotest@commerce.wa.gov). Do not copy any other COMMERCE staff.

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

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

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

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

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

Scores received are not a valid basis of protest and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

Upon receipt of a protest, a protest review will be held by COMMERCE. COMMERCE'S Chief Contracts Officer, or other employee delegated by the Director who was not involved in the award process, will consider the record along with all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may directly impact the actual interest of another Proposer, such Proposer may be given an opportunity to submit its views and any relevant information on the protest.

The final determination of the protest shall:

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

If COMMERCE does not find merit in the protest, COMMERCE may enter into a contract with the Apparent Successful Grantee(s). If the protest is determined to have merit, one of the options above will be taken.

## 5. NOFO EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Workers' Rights Certification

Exhibit D Example Grant Contract with General Terms and Conditions (Do not submit)

Exhibit E Example Scoresheet (Do not submit)

**CERTIFICATIONS AND ASSURANCES**

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

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

**I/We have reviewed the Contract and General Terms and Conditions and I/we: (check one)**

- are** submitting proposed contract edits. If proposed contract edits are being submitted for consideration, I/we have attached them to this form. (See Section 2.14)
- are not** submitting proposed contract edits. (Default if neither are checked)

On behalf of the Proposer submitting this Proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

\_\_\_\_\_  
Signature of Proposer Date

\_\_\_\_\_  
Printed Name Title

**DIVERSE BUSINESS INCLUSION PLAN**

Please see Section 2.9 for more information regarding the Diverse Business Inclusion Plan.

If awarded a contract as a result of this NOFO, do you anticipate subcontracting\* with or purchasing from any of the following:

	Yes	No
State Certified Minority Owned Businesses?	<input type="checkbox"/>	<input type="checkbox"/>
State Certified Woman Owned Businesses?	<input type="checkbox"/>	<input type="checkbox"/>
State Certified Veteran Owned Businesses?	<input type="checkbox"/>	<input type="checkbox"/>
Washington Small Businesses?	<input type="checkbox"/>	<input type="checkbox"/>

**Organizational Goals:**

Please list the approximate percentage of funding received through this NOFO which is expected to be subcontracted to each subcontractor category:

*For example, say the total funding is \$10,000. Of that, \$1,000 will be subcontracted to a business to create one of the deliverables and the organization plans to use a Washington Small Business. They would enter "10%" on the appropriate line below. On the other hand, if all subcontracts will be with nonprofit organizations or with businesses not described below, they would enter "0%".*

State Certified Minority Owned Businesses: \_\_\_\_\_%

State Certified Woman Owned Businesses: \_\_\_\_\_%

State Certified Veteran Owned Businesses: \_\_\_\_\_%

Washington Small Businesses: \_\_\_\_\_%

Please list the approximate percentage of purchases reimbursed by funding received as a result of this NOFO that will be made from each category:

*For example, say allowable expenses are estimated to be \$1000, most of which will reimburse the cost of supplies purchased from various sources. If the organization plans to make half of those purchases from a Certified Woman-Owned Business, they would enter "50%" on the appropriate line below.*

State Certified Minority Owned Businesses: \_\_\_\_\_%

State Certified Woman Owned Businesses: \_\_\_\_\_%

State Certified Veteran Owned Businesses: \_\_\_\_\_%

Washington Small Businesses: \_\_\_\_\_%

**If you plan to subcontract and/or purchase with funding received as a result of this NOFO and answered 'No' to all questions above, please explain:**

**Click or tap here to enter text.**

- I/We do not plan to subcontract any of the work described in this NOFO.
- I/We do not plan to make any purchases reimbursable under this NOFO.

Please identify the person in your organization who will manage your Diverse Business Inclusion Plan related to this project:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**\*Please note that subcontracting must be done in accordance with contractual terms and conditions which may include specific subcontractor selection requirements. Do not select subcontractors until you have reviewed all applicable requirements.**

**GRANTEE CERTIFICATION  
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

Pursuant to the Washington State Governor’s Executive Order 18-03 dated June 12, 2018, the Washington Department of Commerce is seeking to contract with qualified organizations which certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers. See Section 4.2.

NOFO Number: **27-37307-111**

I hereby certify, on behalf of the organization identified below, as follows (check one and sign below):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

This organization certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the organization listed herein.

NAME: \_\_\_\_\_  
Print full legal entity name of organization

By: \_\_\_\_\_  
Signature of authorized person Printed Name

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate Print city and state where signed

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

Return to Procurement Coordinator as part of your complete response.

**Do not submit**



**Federal General Grant with**

Please enter the Entity/Business Name of Grantee

**through**

Click or tap here to enter text.

**Grant Number:**

Please enter Grant Number

**For**

Provide Project Title/ Primary Grant Purpose in 25 words or less

**Dated: Please enter start date of grant**

### Face Sheet

Research & Development:  Yes  No

Grant Number: <Insert Number>

<Select Division, Board, or Commission> <Insert Unit or Office>

Subrecipient

<Insert Program(s) and/or Project(s)>

Contractor

### Special Terms and Conditions

<b>1. Grantee</b> <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		<b>2. Grantee Doing Business As (as applicable)</b> <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>							
<b>3. Grantee Representative</b> <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		<b>4. COMMERCE Representative</b> <Insert name> <Insert mailing address> <Insert title> <Insert physical address> <Insert phone> <Insert location> <Insert FAX> <Insert e-mail>							
<b>5. Grant Amount</b> <Insert \$ Total>	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> <Insert date>	<b>8. End Date</b> <Insert date>						
<b>9. Federal Funds (as applicable)</b> <Insert \$ amount>	Federal Agency: <Insert name>	ALN <Insert number>	Indirect Rate <Insert indirect rate>						
<b>10. Tax ID #</b> <Insert number>	<b>11. SWV #</b> <Insert number>	<b>12. UBI #</b> <Insert number>	<b>13. UEI #</b> <Insert number>						
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"><b>14. Award Method</b></td> <td style="width: 30%; text-align: center;"><b>NOFO/RFX #</b></td> <td style="width: 40%; text-align: right;"><b>Proviso #</b></td> </tr> <tr> <td><input type="checkbox"/> Non-Competitive <input type="checkbox"/> Competitive</td> <td style="text-align: center;">&lt;Insert competitive process number or N/A&gt;</td> <td style="text-align: right;">&lt;Insert Proviso Number or N/A&gt;</td> </tr> </table>				<b>14. Award Method</b>	<b>NOFO/RFX #</b>	<b>Proviso #</b>	<input type="checkbox"/> Non-Competitive <input type="checkbox"/> Competitive	<Insert competitive process number or N/A>	<Insert Proviso Number or N/A>
<b>14. Award Method</b>	<b>NOFO/RFX #</b>	<b>Proviso #</b>							
<input type="checkbox"/> Non-Competitive <input type="checkbox"/> Competitive	<Insert competitive process number or N/A>	<Insert Proviso Number or N/A>							
<b>15. Grant Purpose</b> <Briefly describe Grant purpose>									
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - <insert title>, Attachment "B" - <insert title>, Attachment "C" - <insert title>, <etc.>									
<b>FOR GRANTEE</b>  _____ <insert name>, <insert title>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE							

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: XXXX

Federal Award Identification Number (FAIN): XXXX

Federal Awarding Agency:

Total amount of federal funds obligated to this Subrecipient for this program: \$XXXX

Total amount of federal funds obligated to this Subrecipient for all programs: \$XXXX

Awarding official: Sarah Clifthorne (360) 789- 1275

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. < > awarded by <Federal Granting Agency> . Points of view in this document are those of the author and do not necessarily represent the official position or policies of the <Federal Granting Agency> . Grant funds are administered by the <COMMERCE Program> , Washington State Department of Commerce."

## **2. GRANT MANAGEMENT**

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

## **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

### Expenses

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$ , which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

## **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number .

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

#### **7. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

#### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

### 2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

### 3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

### 4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

### 5. AMENDMENTS

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

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

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

### 7. ASSIGNMENT

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

#### **8. ATTORNEYS' FEES**

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

#### **9. AUDIT**

If the Grantee expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501, for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

- A. If non-profit, Grantee shall submit all audit documentation to the [Federal Audit Clearinghouse](#).
- B. If for-profit, Grantee shall submit all audit documentation to COMMERCE.

If the Grantee expends less than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

#### **10. BREACHES OF OTHER STATE CONTRACTS**

Grantee is expected to comply with all other contractual agreements executed between Grantee and the State of Washington. A breach of any other contract or grant agreement entered into between Grantee and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant.

#### **11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
  - i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

##### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

#### **12. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:



- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **16. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

#### **17. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **18. INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

#### **19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

#### **20. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of not more than 15% of Modified Total Direct Costs (MTDC) may be used.

#### **21. INDUSTRIAL INSURANCE COVERAGE**

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

#### **22. LAWS**

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

#### **23. LICENSING, ACCREDITATION AND REGISTRATION**

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

#### **24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

## 25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 29 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

4.7

## 26. PAY EQUITY

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

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

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

## 27. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **28. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all expenditures funded by this Grant.

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

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
  - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii.** Positive efforts shall be made to use small and minority-owned businesses.
  - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v.** Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi.** Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii.** Procurement records and files for purchases shall include all of the following:
    - 1)** Grantee selection or rejection.
    - 2)** The basis for the cost or price.
    - 3)** Justification for lack of competitive bids if offers are not obtained.
  - viii.** A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D.** Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

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

## **29. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

## **30. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

## **31. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **32. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

## **33. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

#### **34. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

#### **35. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

#### **36. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

#### **37. SUBGRANTING**

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

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

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

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

#### **38. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

#### **39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

#### **40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action, unless remedying the noncompliance is not feasible or not in the State's interest. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

#### **42. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by

COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

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

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

#### **43. TREATMENT OF ASSETS**

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

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E.** All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

#### **44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

## **Attachment B: Budget**

# Do not submit

Exhibit E

## Sample Scoresheet

**Procurement Number: 27-37307-136**

**Project Name: Legislative Education, Information and Tools Program**

**Evaluator: Template**

**Date:**

**Instructions:** Score each section based on the quality of the bidder's response using the rating scale provided. Each evaluator must complete their review independently. After finishing your scores, save the worksheet and return it to the Coordinator: [Kevin.Vargas@ddc.wa.gov](mailto:Kevin.Vargas@ddc.wa.gov)

- 5 = Superior
- 4 = Above Average
- 3 = Average
- 2 = Below Average
- 1 = Mediocre
- 0 = Non-responsive

### TECHNICAL PROPOSAL Section 3.3

**A. Project Approach/Methodology:** Describes how the contractor plans to complete the project, including the methods and approach they will use. This section should show the contractor understands the project and its requirements.

BIDDER 1		
Score	Weight	Total
0	1	0

**B. Work Plan:** Describes the tasks, services, activities, and other work needed to complete the project requirements in this RFP. The work plan should provide enough detail to show the contractor has the knowledge and skills needed to successfully complete the project. Include any expected involvement from DDC staff. Contractors may also include creative or innovative approaches and supporting materials if relevant.

0	1	0
---	---	---

**C. Project Schedule:** Provided a timeline showing when project tasks and deliverables will be completed. The schedule must demonstrate that all required deliverables can be completed on time.

1

**D. Outcomes and Performance Measurement:** Describes the results or outcomes the contractor expects to achieve through these services. Explain how progress and results will be tracked, measured, and reported to DDC.

1

**E. Risks:** Identified any significant risks that could affect the success of the project. Explain how the contractor will monitor, manage, and report those risks to the DDC contract manager.

1

**F. Deliverables:** Clearly described the deliverables that will be provided under the contract. Deliverables must support the objectives and scope of work described in Section 1.2.

1

Total Raw Points Received

Total Weights

Total Weighted Points Earned

**TOTAL TECHNICAL SCORE**

**MANAGEMENT PROPOSAL Section 3.4**

**A(1) Project Team Structure/Internal Controls:**

Described the proposed project team, including any subcontractors, and explain how the work will be managed and monitored during the project.

Include an organizational chart showing reporting relationships, lines of authority, and how project staff relate to other parts of the company. The chart should also show the next level of management above the project team. Identify who will have primary responsibility and final decision-making authority for the project.

	1	0
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**B. A(2) Staff Qualifications/Experience:** Identified the staff members, including subcontractors, who will work on the project. Describe their roles, qualifications, and the amount of time they will spend on the project. Include resumes that highlight each person’s relevant skills, education, experience, accomplishments, and other important information related to the project. The contractor must ensure that the staff listed in the proposal will perform the work. Any changes to staff must be approved in advance by the Agency.

	1	0
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**B(1) Contractor Experience:** Described the experience of the contractor and any subcontractors in the specific areas required for this project.

	1	0
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**B(2) Additional Relevant Experience:** Described any other experience that demonstrates the qualifications of the contractor and subcontractors to successfully perform the contract.

	1	0
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Total Raw Points

0
---

Total Weights

4
---

Total Weighted Points Earned

0
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**Total Management Score**

**0.00**

**TOTAL PROPOSAL SCORE:**

**BIDDER 1**

**0.00**

**(Do Not Submit)**