



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**REQUEST FOR APPLICATIONS (RFA)**

**RFA NO. TRIBALCE-24**

**NOTE:** If you download this RFA from the Department of Commerce website, you are responsible for regularly checking the Program Website listed in [Section 2.1 RFA Coordinator](#) in order for your organization to receive any RFA amendments or agency answers to applicant questions.

**PROJECT TITLE: 2023-2025 Tribal Clean Energy Grant Program**

**APPLICATION REVIEW DEADLINES:**

- **First review (spring): March 29, noon**, Pacific Time, Olympia, WA
- **Second review (summer): July 19, noon**, Pacific Time, Olympia, WA
- **Third review (fall): September 27, noon**, Pacific Time, Olympia, WA

**ESTIMATED TIME PERIOD FOR CONTRACT:** The performance period begins as soon as contracts are executed and ends June 2025. For capital projects, Commerce has spending authority for contracts through June of 2025. Contracts with period of performance beyond June of 2025 may be executed, however spending will be subject to legislative re-appropriation.

**APPLICANT ELIGIBILITY:** This RFA is open to those applicants which satisfy the minimum qualifications stated herein and are available for work in Washington. Eligible applicants include federally recognized tribal governments and tribes' contracted service providers.

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

**CONTENTS OF THE REQUEST FOR APPLICATIONS:**

1. Introduction
2. General Information for Applicants
3. Application Contents
4. Evaluation and Contract Award
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# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington State Department of COMMERCE, hereafter called “COMMERCE,” is initiating this Request for Applications (RFA) to fund clean energy projects in Washington through a combination of funding sources.

In response to valuable feedback from a Request for Information (RFI) issued in fall 2023, as well as listening sessions and previous stakeholder input, Commerce is implementing a new approach that is designed to reduce barriers for applicants, maximize the construction timeline for clean energy projects and enhance equitable outcomes. Funding will be available for clean energy projects through three tailored Application opportunities in 2024. Funding amounts are estimated and are subject to legislative authority and fund balances at the time of awards.

Approximately \$16 million is exclusively available to tribes through this RFA to support the planning, design and construction of clean energy projects that promote tribal sovereignty, advance resiliency and contribute to Washington’s decarbonization goals.

To address the varying levels of tribal staff capacity and readiness, Applications will be accepted on an ongoing basis until funds are exhausted. COMMERCE will review Applications at three set deadlines, spanning spring through fall of 2024, as documented in [section 2.2. Estimated Schedule of Procurement Activities](#).

It is the intent of COMMERCE to accommodate applicants that may view completion of written grant applications as a barrier to applying for funding. COMMERCE will accept oral responses to most portions of the Application upon request. Related details are listed in [section 2.5 Submission of Applications](#).

An applicant may submit one or more separate proposal(s) from the date the RFA opens until funds are exhausted. If an applicant is declined, they may edit and re-submit their Application at a later review deadline. For applicants that received notice of a declined application, the RFA coordinator will communicate the next eligible date the applicant may re-submit for consideration in the subsequent review phase. This date will be after feedback and protests are complete for all declined applications from the most recent review phase. No feedback or reviews will be given for newly submitted projects until after the subsequent review phase.

COMMERCE intends to award *multiple* contracts to provide the services described in this RFA.

This RFA includes program guidelines and requirements and instructions for applying. Read the entire RFA carefully, and refer to these sections for key information:

- [Section 1.3 Minimum Qualifications](#) provides further details on applicant and project eligibility.
- [Section 2.1 RFA Coordinator](#) provides contact information for questions about this RFA.
- [Section 2.2 Estimated Schedule of Procurement Activities](#) describes the timeline of Application submission and review.
- [Section 2.3 Question and Answer Period](#) explains the process for asking questions.
- [Section 2.4 Pre-Application Conference](#) contains links to register for the virtual conferences about this RFA.
- [Section 2.5 Submission of Applications](#) describes how Applications will be accepted.
- [Section 3 Application Contents](#) includes a list of required attachments for the Application.
- [Section 4.2 Evaluation Breakdown](#) describes how applications will be evaluated.

## 1.2 OBJECTIVES AND SCOPE OF WORK

To advance state policy goals, including the 2021 [Washington State Energy Strategy](#) and [HEAL Act](#), COMMERCE is prioritizing this funding round for projects that benefit tribal communities, such as projects that implement near and/or long-term strategies to reduce greenhouse gas emissions, accelerate meeting state clean energy and climate goals, enhance tribal sovereignty and resiliency,

and demonstrate innovative approaches to decarbonization through community-led and controlled clean energy resources.

The primary purpose of grants funded under this solicitation must be to plan, design, or construct clean energy projects in Washington that will bring a public benefit to the state.

### 1.3 MINIMUM QUALIFICATIONS

Applications that do not **clearly** meet or exceed the minimum qualifications listed below will be rejected as non-responsive and will not be evaluated.

#### A. Applicant eligibility

- The primary eligible applicant, which may partner with other organizations, must be either a federally-recognized tribal government or a tribes' contracted service provider, as defined in [section 1.7 Definitions](#).
- For tribes' contracted service providers, applicants must be licensed to do business in the State of Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Contractor.
- Applicants must be in good standing with all applicable federal, state, and local laws and requirements, including with the Department of Commerce.

#### B. Application requirements

- Applications must be submitted through the process determined by Commerce as stated in [section 2.5](#).
- Applications must be received by the review date(s) specified by Commerce as stated in [section 2.2](#).
- All application materials must be submitted in the format required by Commerce as stated in [section 2.5](#) and [section 3](#).
- Answers must not exceed the length specified in the RFA or in the Application instructions as stated in [section 2.5](#). Content that exceeds the length limitations will not be considered.
- Applications must include all required materials and information listed in the Application instructions as stated in [section 2.5](#) and [section 3](#).

#### C. Project eligibility

**Each Application must include a proposed project in at least one of the categories below (A through J).** All proposed projects and technologies must be consistent with the [State Energy Strategy](#) per RCW 43.21F and/or related energy and climate policies as determined by Commerce. Projects led by tribes' contracted service providers cannot negatively impact tribal rights or resources.

##### A. Solar paired with battery storage

- Planning or a construction project
- Must involve solar paired with battery energy storage (projects may incorporate existing solar or battery storage components to meet this requirement).
- Must be located at "community buildings", meaning K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure
- Must support one or both of the following goals:
  - Enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages
  - Provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems

##### B. Low-Income community solar

- Planning or a construction project

- Must involve solar or solar paired with battery energy storage
- The tribal applicant (or tribes' contracted service provider) must primarily serve low-income households
- Must involve solar greater than 12 kW DC and up to 1 MW DC
- Must be sited on a preferred site, such as rooftops, structures, existing impervious surfaces, landfills, brownfields, previously developed sites, irrigation canals and ponds, storm water collection ponds, industrial areas, dual-use solar projects that ensure ongoing agricultural operations, and other sites that do not displace critical habitat or productive farmland.
- Must have at least two subscribers or one low-income service provider subscriber
- Must pass through benefits, including a lowered energy burden, to qualifying subscribers.
- If a project proposes to serve qualifying subscribers that are not retail electric customers of an electric utility, direct cash payments or contributions to funds controlled by the qualifying subscribers may substitute for initiatives lowering the energy burden of qualifying subscribers.

**C. Large scale solar innovation**

- Planning or a construction project (planning project must lead to a capital asset)
- Solar array(s) must have alternating current (AC) nameplate capacity of more than 100 kW at a single site or more than 1MW across multiple sites
- Cannot displace critical habitat or productive farmland

**D. Dual-use solar**

- Planning or a construction project
- Must involve commercial, dual-use solar power demonstration

**E. Solar installations on existing public buildings**

- Construction projects only
- Must purchase and install solar PV only at an existing public building (must have a certificate of occupancy prior to application)

**F. Hard to Decarbonize**

- Planning or a Construction Project (planning project must lead to a capital asset)
- Awards per applicant cannot exceed \$2,750,000
- May include efficiency and process improvements, including but not limited to, greenhouse gas emissions from energy inputs, process emissions, refrigerants, and other high global warming potential gases.
- Projects must support emissions reductions in one or more of the sectors listed in [the definition](#) and/or who are a facility with covered emissions under the cap-and-invest program
- Projects must anticipate being able to reduce greenhouse gas emissions beyond what would have been achieving under business-as-usual conditions in Washington by or before 2030.
- Applicants must demonstrate how the project will contribute towards the achievement of statewide emissions limits in 2030, 2040 and 2050, including any applicable corporate plans or strategies for achieving net-zero emissions by 2050.
- Applicants must demonstrate how they will measure and verify emission reductions achieved from the project, preferably through the use of independent third-party verification bodies accredited in WA.

**G. Clean Energy Siting and Permitting**

- Planning Project
- Must support siting and permitting of clean energy projects through at least one of the following methods:
  - Support pre-development work at sites for clean energy projects
  - Support land use studies
  - Conduct or engage in planning efforts such as planned actions and programmatic environmental impact statements (EIS)
  - Improve permit timeliness and certainty with staff, expertise or databases

#### H. Grid Integration and Innovation

- Planning or a construction project
- Must develop and demonstrate distributed energy resources and non-wire alternatives
- Must be for electrical grid integration and innovation projects
- Must do at least one of the following:
  - Support implementation of demand response
  - Improve integration of renewable energy and energy storage
  - Advance community resilience
  - Support implementation of sustainable microgrids
  - Accelerate beneficial load integration and demand management for at least one of the following:
    - Building electrification
    - Equipment electrification
    - Electric vehicle charging

#### I. Federal Match Funds

- Planning or a construction project
- State funds used as match for federal grant opportunities that support any of the eligible project types in this RFA
- Must identify the federal grant opportunity at the time of Application, including a timeline for receiving funds that align with the period of performance
- Must accelerate meeting state clean energy and climate goals

#### J. Other Clean energy projects not identified above

- Planning or a construction project
- Must include a clean energy technology that contributes to achieving the state's greenhouse gas emissions goals and related policies

### 1.4 FUNDING

Funding for this program is authorized by the state's 2023-2025 biennial operating and capital budgets. Projects selected to receive awards may be funded in whole or in part by Climate Commitment Act funding. Please refer to the Grant Agreement provided in Exhibit E to review grantee obligations for acknowledging Climate Committee Act Funding.

This program aims to award approximately \$16 million in grants. Funding amounts are estimated and are subject to legislative authority and fund balances at the time of awards. Additional funds may become available through other sources including but not limited to additional funding as authorized by the legislature or the federal government.

Commerce intends to award as many eligible contracts as funding allows as described in this RFA. **There is no minimum award amount, and the maximum award amount for a single award is \$2,750,000.** Applications exceeding the maximum allowable award will be considered non-responsive and will not be evaluated.

**Grants are not to exceed 100 percent of the cost of the project, taking into account any federal tax credits or other grants or incentives that the project is benefiting from.**

**No match is required for this program; however, projects that document match or leveraged funding from other sources will be prioritized in the event of a scoring tie between another project.**

Contracts will be performance based, with final payment made upon successful completion of the scope of work. Progress payments for completed milestones can be negotiated during contract development.

Any contract awarded as a result of this competitive process is contingent upon no successful process protests. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## 1.5 PERIOD OF PERFORMANCE

Period of performance begins as soon as contracts are executed and ends June 2025. For capital projects, Commerce has spending authority for contracts through June of 2025. Contracts with period of performance beyond June of 2025 may be executed, however spending will be subject to legislative re-appropriation.

Grants awarded in later review stages will have later start dates.

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 two one-year periods, subject to availability of funding.

## 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 \(RCW\)](#). Applicants are encouraged to familiarize themselves with the requirements prior to submitting an Application that includes current or former state employees.

## 1.7 DEFINITIONS

Definitions for the purposes of this RFA include:

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

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

**Application:** A formal offer submitted in response to this Request for Applications.

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

**Community buildings:** means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, government buildings, and other publicly owned infrastructure. Eligible buildings include:

- Community centers, recreation centers, park facilities and libraries that are regularly open to the public or where individuals access publicly-funded services
- Income-qualified multifamily housing and assisted living facilities
- Pre-K-12 schools and higher education that will be open to the public during extended outages
- Religiously-affiliated buildings (churches, mosques, temples, etc.) that will be open to the public during emergencies
- Shelters, day centers, food banks and other community service centers for vulnerable populations
- Other buildings and facilities owned by state and local governments, including public safety facilities, administrative buildings, wastewater and water infrastructure, hospitals, and other critical facilities



**Community Solar:** A solar energy systems that has a DC nameplate generating capacity of more than 12kW but no greater than 1MW and which lowers the Energy Burden of Subscribers.

**Construction Project:** activities under this project phase include installation and deployment of technologies and all related activities.

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

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

**Demand Response Program:** A program (including pilot programs) of an electric utility that encourages reducing electrical use during grid demand peaks, especially through financial incentives. Examples include time-of-use rates, real-time pricing, peak pricing or rebates, and direct load control programs.

**Distributed energy resource:** a non-emitting electric generation or renewable resource or program that reduces electric demand, manages the level or timing of electricity consumption, or provides storage, electric energy, capacity, or ancillary services to an electric utility and that is located on the distribution system, any subsystem of the distribution system, or behind the customer meter, including conservation and energy efficiency.

**Dual-use solar:** a solar PV project co-located with at least one other use where the PV modules serve an additional function besides the generation of electricity. This includes, but is not limited to, agriculture, animal grazing, pollinator habitat, beekeeping, ecosystem services, aquaculture, and evaporation reduction on reservoirs and irrigation canals. This does not include roof-mounted solar or parking canopies.

**Energy Burden:** Means the share of annual household income used to pay annual home energy bills.<sup>1</sup>

**Environmental Benefits:** as stated in the [definitions of RCW 70A.02.010](#):

- a. Prevent or reduce existing environmental harms or associated risks that contribute significantly to cumulative environmental health impacts;
- b. Prevent or mitigate impacts to overburdened communities or vulnerable populations from, or support community response to, the impacts of environmental harm; or
- c. Meet a community need formally identified to a covered agency by an overburdened community or vulnerable population that is consistent with [RCW 70A.02](#).

**Environmental justice:** as stated in [definitions of RCW 70A.02.010](#). The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, rules, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm.

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

**Federally Recognized Tribal Government:** The government of any federally recognized Indian tribe whose traditional lands and territories included parts of Washington, designated subdivisions

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<sup>1</sup> Revised Code of Washington, Chapter 288, Laws of 2019, Section 2 (17)

and agencies (such as a Tribal Housing Authority), or any other entities or authorities of a federally recognized tribal government in corporate form or otherwise.

**Grantee:** Individual or company who's Application has been accepted by COMMERCE and is awarded a fully executed, written contract.

**Hard to decarbonize sectors:** High emitting, hard-to-decarbonize sectors where rapidly deployed decarbonization technologies can have the greatest impact, including iron, steel, aluminum, cement, concrete, glass, pulp and paper, food and beverage, wood and building products, aerospace, electronics, chemicals, and relevant transportation types including commercial motor vehicles, rail, off-road agricultural or industrial equipment, drayage, mass transit, and maritime and aviation alternative fuels and fueling infrastructure. Projects must anticipate being able to reduce greenhouse gas emissions in Washington by or before 2030.

**Low-income service provider subscriber:** A non-profit organization that provides services to low-income households. This includes, but is not limited to, a local community action agency or local community service agency designated by the Department of Commerce under chapter 43.63A RCW, local Housing Authority, tribal housing authority, low-income tribal housing program, affordable housing provider, or food bank.

**Low-income households:** a household that has a taxable income not exceeding the higher of 80% of area median household income or 200% of the federal poverty level, adjusted for household size, or households have qualified for other low-income services such as SNAP benefits, free or reduced school lunches, energy assistance, or Medicaid.

**Overburdened Communities:** "Overburdened community" means a geographic area where vulnerable populations face combined, multiple environmental harms and health impacts, and includes, but is not limited to, highly impacted communities as defined in RCW 19.405.020.

**Planning Projects:** Activities under this project phase include site identification, feasibility studies, site design, cumulative impact studies, data collection, interconnection applications, workforce development including staffing, other planning and design work, or community and tribal engagement.

**Preferred sites:** means rooftops, structures, existing impervious surfaces, landfills, brownfields, previously developed sites, irrigation canals and ponds, stormwater collection ponds, industrial areas, dual-use solar projects that ensure ongoing agricultural operations, and other sites that do not displace critical habitat or productive farmland.

**Qualifying Subscriber:** a Subscriber that is a qualified Low-Income Household or Low-income Service Provider.

**Renewable Energy:** means: (a) Water; (b) wind; (c) solar energy; (d) geothermal energy; (e) landfill gas; (f) wave, ocean, or tidal power; (g) gas from sewage treatment facilities; (h) biodiesel fuel that is not derived from crops raised on land cleared from old growth or first-growth forests where the clearing occurred after December 7, 2006; or (i) biomass energy

**Request for Applications (RFA):** 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 RFA is to permit the Applicant community to suggest various approaches to meet the need at or below a given funding level.

**Resilience:** The ability of communities to positively adapt to challenging conditions and achieve a high quality of life, including, enduring cultural networks, economic vitality, durable infrastructure systems, and sustainable management of resources for present and future generations.

**Small business:** An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; or (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years; or (b) Is certified with the Office of Women and Minority Business Enterprises under chapter 39.19 RCW.

**Small Cities and Towns:** To qualify, the project must be located within an incorporated city or town or a census-designated tribal area with a population of 5,000 or less. Commerce will use the Office of Financial Management official population estimates as published on November 30, 2021 to determine population eligibility, or 2018-2022 American Community Survey 5-Year Estimates for tribal areas. Grantees who believe the location of the project qualifies but is not included on this list may provide explanation in the narrative of the project. For more information on the official population estimates: <https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>

**Subscriber:** A retail electric customer of an electric utility or individual residing within a retail electric utility territory who owns or is the beneficiary of one or more units of a Community Solar project directly interconnected with that same utility.

**Tribal Energy Sovereignty:** 1. Tribal decision making around project design, planning, outcomes, ownership, and maintenance of energy projects and assets. 2. The ability for tribal communities and tribal governments to establish self-reliance around energy generation and distribution.

**Tribes' Contracted Service Providers:** An organization or consultant contracted with a federally recognized tribal government for work benefiting tribal communities and/or tribal land.

**Veteran-owned business:** A business certified by the Washington Department of Veteran Affairs

**Vulnerable populations:** Populations that experience disproportionate risk of negative impacts from natural or human-caused disasters, due to social, economic, or health factors, such as people without vehicles, people with disabilities, older adults, people with limited English proficiency, low-income households, unemployed or underemployed adults, households with limited internet access, individuals who rely on electricity to maintain necessary life functions, and other factors.

## 1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFA Coordinator at (360) 725-2767 to receive this Request for Applications in Braille or on tape.

## 2. GENERAL INFORMATION FOR APPLICANTS

### 2.1 RFA COORDINATOR

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

Name	David Hecker
E-Mail Address	<a href="mailto:epicgrants@commerce.wa.gov">epicgrants@commerce.wa.gov</a>

**Program Website:** [Clean Energy Grant Programs - Washington State Department of Commerce](#)

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Applications will be accepted on an ongoing basis beginning on February 15, 2024 until funds are exhausted. The tables below detail milestones and deadlines during the spring, summer and fall Application phases. COMMERCE reserves the right to revise the below schedule.

#### Issue Request for Applications (ongoing) February 15 - September 27

Spring Review	Question & answer period (spring)	February 15 – March 15
	Answers to Q&A posted no later than	March 22
	Pre-Application Conferences (spring)	February 29 at 10:00am PT March 5 at 2:00pm PT
	Last day to submit questions	March 15
	1 <sup>st</sup> Application review deadline (spring)	March 29 at noon
	Evaluate applications	April
	Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful Applicants	April 26
	Hold debriefing conferences (if requested)	Up to 15 days following notification to unsuccessful applicants
	Negotiate contract	May - June
	Earliest date contract may be signed (following spring review)	May 31

Summer Review	Question & answer period (summer)	May 13 - July 5
	Answers to Q&A posted no later than	July 12
	Pre-Application Conferences (summer)	TBD
	Last day to submit questions	July 5
	2 <sup>nd</sup> Application review deadline (summer)	July 19 at noon
	Evaluate applications	July - August

	Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful Applicants	August 16
	Hold debriefing conferences (if requested)	Up to 15 days following notification to unsuccessful applicants
	Negotiate contract	August - September
	Earliest date contract may be signed (following summer review)	September 1

<b>Fall Review</b>	Question & answer period (fall)	September 2 - September 20
	Answers to Q&A posted no later than	September 27
	Pre-Application Conferences (fall)	TBD
	Last day to submit questions	September 20
	3 <sup>rd</sup> Application review deadline (fall)	September 27 at noon
	Evaluate applications	October
	Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful Applicants	October 25
	Hold debriefing conferences (if requested)	Up to 15 days following notification to unsuccessful applicants
	Negotiate contract	November
	Earliest date contract may be signed (following fall review)	November 11

### 2.3 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this RFA sent to the RFA 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](#). Phone calls will not be accepted except for requests for accessible services under [section 1.8](#).

### 2.4 PRE-APPLICATION CONFERENCE

Two pre-application conferences will be held via Zoom prior to spring review deadline:

- February 29, 2024 at 10:00am Pacific time. [Registration here](#).
- March 5, 2024 at 2:00pm Pacific time. [Registration here](#).
- The dates for the summer and fall pre-application conferences will be posted on the program website.

Pre-application conferences will be recorded and posted with the Question and Answer responses. All prospective Applicants are encouraged to attend; however, attendance is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-application conference will be documented and answered in written form. A copy of the questions and answers will be published and updated regularly while applications are open.

### 2.5 SUBMISSION OF APPLICATIONS

#### ELECTRONIC APPLICATIONS:

The Application must be **received by the RFA Coordinator** no later than the date and time listed in [Section 2.2 Estimated Schedule of Procurement Activities](#), to be considered for that Application review phase.

**Primary method of submission:**

Application link: <https://www.zoomgrants.com/zgf/tribalcleanenergygrants2024>

Alternative method of submission: Requests for video and/or audio submission must be sent to the RFA coordinator by email prior to the Q&A deadline listed in section 2.2. The RFA coordinator will provide you the guidelines for a video and/or audio submission, as well as what sections that are allowed to be submitted in that manner. Please note that all submissions need to provide applicant's identifiable information through the Zoom Grants link.

Applicants must adhere to a 10,000 character limit for responses to each question, except for where otherwise noted.

Applicants may also submit an optional oral (video/audio) statement on behalf of the tribal community the grant would serve and benefit. This oral community statement will be unscored.

Individuals in videos must be at least 18 years old and consent being within the video submission(s).

Zipped files cannot be received by COMMERCE and cannot be used for submission of Applications. Forms requiring signature must have a scanned or digital signature of the individual within the organization authorized to bind the Applicant to the offer. If COMMERCE email is not working, appropriate allowances will be made.

Applications may not be transmitted using facsimile transmission.

The Application must be submitted by the entity for which a contract would be negotiated should the project be contingently awarded. **Applications submitted by a third party, or on behalf of the applicant, will not be accepted.** ZoomGrants allows the applicant to provide access to a third party to assist with completing the Application, if desired.

COMMERCE does not assume responsibility for problems with Applicant's submissions. If ZoomGrants prevents complete and timely submissions, COMMERCE may make appropriate allowances at its sole determination.

Applicants should allow sufficient time to ensure timely receipt of the Application by the RFA Coordinator. Applicants are highly encouraged to submit the application 24 hours ahead of the deadline to allow time to resolve technical issues. If an Application is submitted after the review deadline listed in [section 2.2](#), COMMERCE will review the application following the subsequent review deadline. For example, if an Application is late during the spring review phase, the Application will not be reviewed until after the summer review deadline. In the event ZoomGrants is found to be at fault, late acceptance will be at COMMERCE'S sole determination. Partial submissions will be disqualified. Partial submissions do not include any communication from the RFA coordinator for any additional information. Exceptions will not be made for partial submissions. Requests for deadline extensions will not be granted. All Applications and any accompanying documentation become the property of COMMERCE and will not be returned.

## **2.6 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

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

Any information in the Application that the Applicant 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 Applicant 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 Application exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," COMMERCE will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If an applicant 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 Applicant'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 RFA Coordinator is required. All requests for information should be directed to the RFA Coordinator.

## **2.7 REVISIONS TO THE RFA**

In the event it becomes necessary to revise any part of this RFA, addenda will be published:

- On the program website listed in [Section 2.1 RFA Coordinator](#).
- On Washington's Electronic Bid System (WEBS) located at <https://fortress.wa.gov/ga/webs/>.
- On an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

If you downloaded this RFA from the Agency website located at [www.commerce.wa.gov](http://www.commerce.wa.gov), you are responsible for regularly checking the Program Website listed in [Section 2.1 RFA Coordinator](#) in order for your organization to receive any RFA amendments or Applicant questions/agency answers

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

## **2.8 DIVERSE BUSINESS INCLUSION PLAN**

Applicants are required to submit a Diverse Business Inclusion Plan with their Application 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

## **2.9 ACCEPTANCE PERIOD**

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



## **2.10 COMPLAINT PROCESS**

Potential Applicants 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 Application response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFA 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 RFA 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.

## **2.11 RESPONSIVENESS**

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

Disqualified Applicants will be notified at or about the time of disqualification.

Disqualified Applicants 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.

## **2.12 MOST FAVORABLE TERMS**

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

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

## **2.13 CONTRACT GENERAL TERMS & CONDITIONS**

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract(s) and its general terms and conditions attached as Exhibit E. These sample contract(s) are for information and review only and should not be returned with your Application. In no event is an applicant to submit its own standard contract terms and conditions in response to this RFA. 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.

## **2.14 COSTS TO PROPOSE**

COMMERCE will not be liable for any costs incurred by the Applicant in preparation of an Application submitted in response to this RFA, travel to or conduct of a presentation, or any other activities related



to responding to this RFA.

#### **2.15 NO OBLIGATION TO CONTRACT**

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

#### **2.16 REJECTION OF APPLICATIONS**

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

#### **2.17 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 RFA. No services may begin and no cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.18 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful Contractor 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).

#### **2.19 INSURANCE COVERAGE**

The Contractor 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 Contractor 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 Contractor 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 E.

### 3. APPLICATION CONTENTS

#### 3.1 APPLICATION INSTRUCTIONS

Applications must be written in English and submitted electronically through the link provided in [Section 2.5 Submission of Applications](#) with all attachments appropriately named and included.

All application questions will be identified as follows:

- **Mandatory, Scored** – responses are required and will be used to calculate the score.
- **Mandatory, Not Scored** – responses are required but will not be used to calculate the score

Applicants must answer all required questions in the ZoomGrants application, and provide all required documentation. Any required document, in addition to the application, that is not included in the application submission may result in application disqualification.

#### 3.2 APPLICATION CONTENT

1. Basic Information (Mandatory, Not Scored)
2. Application Information
  - a. Applicant Type (Mandatory, Not Scored)
    - i. Federally recognized Tribe
    - ii. Tribe's contracted service provider
  - b. Contracted service provider tribal relationship (Mandatory, Not Scored)
  - c. Contracted Service Provider WA Unified Business Identifier (UBI) number (Mandatory, Not Scored)
  - d. Organization Description (Mandatory, Not Scored)
  - e. Current or Former State Employees (Mandatory, Not Scored)
  - f. Prior Commerce Clean Energy Grants (Mandatory, Scored)
3. Project Information
  - a. Project Summary (Mandatory, Not Scored)
  - b. Activity Description – Proposed Work Alignment (Mandatory, Not Scored)
    - i. Solar paired with battery storage or standalone battery storage
    - ii. Low-Income community solar
    - iii. Large scale solar innovation
    - iv. Dual-use solar
    - v. Solar installations on existing public buildings
    - vi. Hard to Decarbonize
    - vii. Clean Energy Siting and Permitting
    - viii. Grid Integration and Innovation
    - ix. Federal Match Funds
    - x. Other clean energy projects not identified above
  - c. Project Stage (Mandatory, Not Scored)
    - i. Planning and Predevelopment
    - ii. Construction
  - d. (Construction, Planning and Predevelopment only) Project Technology (Mandatory, Not Scored)
    - i. Solar
    - ii. Solar paired with Battery Storage
    - iii. All other technologies
  - e. (Planning and Predevelopment) Project Location (Mandatory, Not Scored)
  - f. (Construction) Project Location (Mandatory, Scored)
  - g. (Construction) Project Site Description (Mandatory, Not Scored)
  - h. Project Description (Mandatory, Scored)
  - i. Project Approach, Methodology, and Work Plan (Mandatory, Scored)
4. Equity, Environmental Justice and Community Impact
  - a. Economic Development (Mandatory, Scored)
  - b. Energy Benefits (Mandatory, Scored)
5. Management and Technical Proposals

- a. Project Team (Mandatory, Scored)
  - b. Subcontractor and Project Partners (Mandatory, Scored)
  - c. Emissions Reductions (Mandatory, Scored)
  - d. Project Readiness (Mandatory, Scored)
  - e. Project Schedule (Mandatory, Scored)
  - f. Capacity (Construction only) (Optional, Scored)
6. Project Specific
- Only respond to questions under the Project Categories you chose above. If a Project Category does not apply to your proposed project, no response to those questions is necessary. For any Project Category that is relevant to the proposed project, all questions within that category are mandatory.
- a. Project Category E – Solar Installations on Existing Public Buildings Only (Mandatory, Scored)
    - i. Washington State Manufactured Components
    - ii. Annual Electricity Usage
    - iii. Estimated Annual Production
  - b. Project Category F – Hard to Decarbonize: (Mandatory, Not Scored)
    - i. Hard to Decarbonize Sector Alignment
    - ii. Methods to Verify Greenhouse Gas Emission Reductions
7. Budget
- a. Funding Sources (Mandatory, Scored)
  - b. Project Costs (Mandatory, Scored)
  - c. Budget Narrative (Mandatory, Scored)
8. Attachments
- a. Exhibit A – Certifications and Assurances
  - b. Exhibit B – Diverse Business Inclusion Plan
  - c. Exhibit C – Worker's Rights Verification
  - d. For Contracted Service Provider: Letter of Support from tribe(s) including a statement that project will not negatively impact tribal rights or resources (Mandatory for Contracted Service Providers)
  - e. Community Statement (Optional)
  - f. Letters of Support (Optional)
  - g. Proposals, estimates, or other information to support project costs (Optional)
  - h. For Construction Projects: Site plans (Optional)
  - i. For Construction Projects: Equipment Data Sheets (Optional)
  - j. For Construction Projects: Site Evaluation, e.g. shade evaluation, structural or installation feasibility assessments and interconnection analysis or documentation of discussions with the utility (Optional)
  - k. For Contracted Service Providers: If you are not already licensed, attach a Statement of Commitment to become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Contractor
  - l. Other attachments (Optional)

## 4. EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

COMMERCE staff will review the Application to determine whether it was a) properly completed, b) submitted on time, and c) addresses and aligns with the minimum qualifications described in Section 1.3 Minimum Qualifications. Applications that fail to meet the Minimum Qualifications will be disqualified from further consideration.

Responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFA and any addenda issued. The evaluation of Applications will be accomplished by one or more evaluation team(s) designated by COMMERCE. Evaluation team(s) will align applications with the most appropriate funding source and determine the ranking of the applications. Applications may be eligible for more than one funding source.

Given COMMERCE staff will align applications with one or more funding source(s) the RFA Coordinator may contact the Applicant for clarification or supplementation of any portion of their Application. Applicants are not permitted to submit, resubmit, correct, or change any materials of any kind after the date and time stated in [Section 2.2 Estimated Schedule of Procurement Activities](#).

#### 4.2 EVALUATION BREAKDOWN

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

Criteria	Total Points
<b>ADMINISTRATIVE</b>	
<ul style="list-style-type: none"> <li><b>New Grantees:</b> Federally recognized tribal government or tribe represented by a tribes' contracted service provider has not previously received a Commerce clean energy grant under Clean Energy Fund, Energy Retrofits for Public Buildings - Solar, or Solar Plus Storage for Resilient Communities</li> </ul>	10 pts
<ul style="list-style-type: none"> <li><b>Match:</b> In the event of a tie between applications, the application with a higher percentage of matching funds will receive award</li> </ul>	Tiebreaker
<ul style="list-style-type: none"> <li><b>Workers rights certification (additional points):</b> Those Applicants which certify they <b>do not</b> require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Attachment C).</li> </ul>	+5%
<b>EQUITY, ENVIRONMENTAL JUSTICE AND COMMUNITY IMPACT</b>	
<ul style="list-style-type: none"> <li>The project's ability to provide environmental benefits to tribal communities.</li> <li>The project's ability to provide local economic development opportunities to tribal communities</li> <li>Reductions in energy burden</li> <li>Support workforce development</li> <li>Support Tribal sovereignty and energy independence</li> </ul>	50 pts
<b>MANAGEMENT AND TECHNICAL PROPOSALS</b>	
<ul style="list-style-type: none"> <li><b>Greenhouse gas emissions reductions:</b> projects with greater direct or indirect emissions reductions</li> <li><b>Project readiness:</b> Projects at an advanced stage of project development and ready to proceed upon award</li> <li><b>Project design and feasibility:</b> Objectives are clearly defined. Project plan is detailed, clear, and likely to achieve the objectives. <ul style="list-style-type: none"> <li>Planning - Application identifies and clearly outlines all pre-development work and feasibility analysis required to complete the project planning phase.</li> <li>Construction - Application clearly explains the planned approach and identifies the planned technology. The planned technology and project scale are appropriate for the site.</li> </ul> </li> <li><b>Structure and qualifications of project team:</b> Applicant has a qualified team to implement the project and adequate plans to select contractors. Appropriate partners are engaged and support the project.</li> <li><b>Cost effectiveness:</b> Costs are reasonable and projects provide a high value for the investment</li> </ul>	30 pts
<b>Total Available Points: 90</b>	

<b>FOR PROJECT CATEGORY E - SOLAR INSTALLATIONS ON EXISTING PUBLIC BUILDINGS ONLY (section 1.3)</b>	
<ul style="list-style-type: none"> <li>• Project with a high energy savings to investment ratio</li> <li>• Projects using products manufactured in Washington</li> </ul>	5 pts
<ul style="list-style-type: none"> <li>• 20% of 2023-2025 available funds will be awarded to Projects located in small cities, towns or census designated tribal areas with a population of 5,000 or fewer residents.</li> </ul>	% of funds
<p style="text-align: right;"><b>Total available points for project category E only: 95</b></p> <p><i>Note: projects will not be compared against other categories when evaluated under this category</i></p>	

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

**COMMERCE reserves the right to consider geographic diversity or other service gaps when awarding funding.**

#### **4.3 NOTIFICATION TO APPLICANTS**

COMMERCE will notify the Apparent Successful Contractor(s) of their selection in writing upon completion of the evaluation process. Applicants 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.

#### **4.4 DEBRIEFING OF UNSUCCESSFUL APPLICANTS**

Any Applicant who has submitted an application and received notice that they were not selected for contract negotiation may request a debriefing. Due to the ongoing application acceptance established in this RFA, declined applications are not eligible for resubmission until after the debrief and if applicable, the protest period, is completed for all applicants for that review period. Disqualified Applicants will be informed of the reason for disqualification; this shall constitute a debriefing conference.

The request for a debriefing conference must be received by the RFA Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed to the Applicant. 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 Applicant's Application;
- Any written comments from evaluators related to that Applicant;
- Review of Applicant's final score in comparison with the other final scores **without** identifying the other Applicants or reviewing their Applications.

Comparisons between Applications or evaluations of the other Applications 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.

In the event of a large volume of applications, Commerce may limit the length of debriefing requests further or may elect to provide information only in writing.

Applicants who received notice that their Application was initially declined during the spring or summer review period may submit questions to the RFA coordinator beyond the debrief content listed above, after both the debrief and protest periods are complete for the review phase they were declined, and

the subsequent Q&A period for the next review phase begins.

#### **4.5 PROTEST PROCEDURE**

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

Applicants protesting this RFA 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 Applicants under this RFA.

All protests must be in writing, addressed to the RFA Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFA 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 RFA 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 an Application, 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 Applicant, such Applicant 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 applications, or
  - Cancel this RFA 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 Contractor(s). If the protest is determined to have merit, one of the options above will be taken.

## 4.6 SUCCESSFUL APPLICATIONS

The following requirements will apply to successful Applicants who are awarded funds. In all cases, the most restrictive requirements apply.

### REQUIREMENTS OF SUCCESSFUL APPLICANTS:

- Will maintain responsibility for the project for the duration of the contract and performance period.
- Is responsible for compliance with the contract for the duration of the performance period.
- Must follow all state and/or local procurement requirements that apply.
- The Applicant bears the responsibility to ensure they and any subcontractors understand and comply with all utility, local, state and federal requirements.
- Comply with contract, audit, and monitoring requirements, including scheduled site visits.
- Utilize the online invoicing process for reimbursement.
- Are responsible for all costs incurred prior to the execution of a contract and not have the expectation for reimbursement of those costs.
- Must comply with and ensure that all Grantees, Consultants and Partners comply with:
  - All applicable federal, state, local, and utility laws and requirements, including the requirements of this contract.
  - The applicable requirements of this Program and any resulting contract.
- Must ensure that all Grantees, Consultants and Partners:
  - Are responsible and qualified Applicants.
  - Are eligible to bid on public works projects (not debarred).
  - Are in and maintain good standing with all applicable federal, state, local, and utility laws and requirements, including COMMERCE.
- Must accurately and honestly represent the project within the Application. COMMERCE reserves the right to revoke awards or terminate contracts inclusive of recuperating funding for projects that were misrepresented or fail to implement the project proposed during Application.

### PROJECT REQUIREMENTS:

- Project construction and operation must comply with applicable federal, state, local and utility laws and requirements.
- Project construction and operation must comply with State Cultural and Historic Resource requirements and tribal consultation as required by [Governor's Executive Order 21-01](#).
- Must serve the intended purpose of the contract for the duration of the performance period.
- All entities involved must comply with [Washington State Prevailing Wage](#).
- Comply with [Washington State Environmental Policy Act \(SEPA\)](#).

### REPORTING REQUIREMENTS:

- Report on all pass-through funding using the provided reportable expense template under the [Governor's Diverse Business Inclusion Plan](#).
- All project data and its use will be:
  - Available to COMMERCE upon formal request.
  - Stored in a secure and reliable manner for at least six years from end of contract.
- Minimum data required to be provided quarterly as applicable are:
  - Updates on project outcomes and/or end-use data, as appropriate and negotiated between the grantee and COMMERCE.
- Shared with COMMERCE on recurring basis in a format agreed upon during contract negotiation.
- Recipients of funding must report to COMMERCE no less than quarterly regarding progress of the funded project, project outcomes upon completion of the project, budget projections and other information upon request by COMMERCE. Upon project completion, a final summary of the project is required.

## **5. RFA EXHIBITS**

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Workers' Rights Certification

Exhibit D Sample Contract Terms and Conditions



**Exhibit A CERTIFICATIONS AND ASSURANCES**

**I/we make the following certifications and assurances as a required element of the Application 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 Application 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 application.
3. The attached Application 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 Application, 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 RFA 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 Application. All Applications become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Application.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Applicant and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Applicant or to any competitor.
7. I/we agree that submission of the attached Application constitutes acceptance of the RFA 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 Applicant to induce any other person or organization to submit or not to submit an Application 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 Applicant and the lead staff person to perform the services contemplated in this RFA.
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 Applicant submitting this Application, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

---

Signature of Applicant

---

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 RFA, 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 RFA which is expected to be subcontracted to each subcontractor category:

*For example, say the total contract amount 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 RFA 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 RFA 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 RFA.
- ☐ I/We do not plan to make any purchases reimbursable under this RFA.

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.**

**CONTRACTOR 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.

RFA Number: TRIBALCE-24

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

**SAMPLE CONTRACT TERMS AND CONDITIONS**

[Tribal Services Contract](#) (Planning projects with tribes)

[Tribal Capital Contract](#) (Construction projects with tribes)

[General Services Contract](#) (Planning projects with tribe's contracted service providers)

[General Capital Contract](#) (Construction projects with tribe's contracted service providers)