



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**NOTICE OF FUNDING OPPORTUNITY (NOFO)**

**NOFO NO. F24-34559-001**

**NOTE:** If you download this NOFO from any source other than the Washington Electronic Business Solution (WEBS) website, you are responsible for sending your name and e-mail address to the NOFO Coordinator to request that your organization receive any amendments and question and answer documents.

**PROJECT TITLE:** Washington Community-Based Violence Intervention and Prevention Initiative Community Safety Councils

**PROPOSAL DUE:** Sunday, October 6, 2024 at 11:59 p.m., Pacific Time.

**PRE-PROPOSAL CONFERENCES:**

- Thursday, August 29, 2024, from 10 a.m. to 11:30 a.m., Pacific Time. [Register on Zoom.](#)
- Tuesday, September 3, 2024, from 1 p.m. to 2:30 p.m., Pacific Time – *for Tribal Governments only.* [Register on Zoom.](#)

**ESTIMATED TIME PERIOD FOR CONTRACT:** November 15, 2024 – September 30, 2026

**PROPOSER ELIGIBILITY:** This NOFO is open to Proposers located in Snohomish County, Grant County, Pierce County, Yakima County, Spokane County, Clark County, the Tri-Cities area (Benton County and Franklin County), and federally-recognized Tribes located anywhere in the state of Washington who 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:**

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# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

In 2021, the Washington Department of Commerce, hereafter called "COMMERCE," launched the Washington Office of Firearm Safety and Violence Prevention, hereinafter called "OFSVP." Since its inception, OFSVP has distributed grant funds to communities throughout Washington state, supporting local initiatives aimed at preventing and addressing firearm violence. Through this process, OFSVP discovered that community-driven solutions are the most effective in reducing crime and violence, and there's a stronger desire at the grassroots community level to collaborate to create safer neighborhoods and communities.

In 2022, the Department of Justice (DOJ) launched the Community-Based Violence Intervention and Prevention Initiative (CVIPI), allocating funds to support comprehensive, evidence-based violence intervention and prevention strategies designed to prevent and reduce violent crime in communities. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and connect individuals with community assets to deliver services that save lives, address trauma, provide opportunity, and mitigate the physical, social, and economic conditions that drive violence. Additional information on CVIPI can be found on the [U.S. DOJ website](#).

In 2023, COMMERCE received \$4,000,000 in funding to strategically expand and enhance proactive, purposeful, culturally relevant, community-based violence intervention and prevention services statewide. To further this initiative, COMMERCE is initiating this Notice of Funding Opportunity (NOFO) to solicit proposals from entities interested in building regional capacity to reduce gun violence, directly impacting the safety and well-being of their communities by forming Community Safety Councils (CSCs). The selected Proposers will assemble a CSC to steer local violence reduction efforts, including conducting a landscape analysis and designing a violence reduction plan. To support the formation of these councils and the creation of a violence reduction plan, Proposers can apply for up to \$100,000. This initial funding will allow Proposers to lay the groundwork for transformative change within their communities.

Additionally, COMMERCE will provide funding of up to \$275,000 to support the implementation of violence reduction plans that meet the standards outlined by COMMERCE. These plans will be based on the guiding principles of CVIPI as set forth by the U.S. DOJ: community-centered, evidence-informed, equitable, inclusive, effective, and sustainable. Upon approval of these plans, the Proposers will be responsible for passing funds through to program implementers and providing ongoing monitoring and support.

CSCs will comprise up to 12 members, representing a diverse group of individuals from various sectors, disciplines, and interests relevant to firearm violence prevention and intervention. Operating at the neighborhood, city, county, or regional level as appropriate, CSCs will receive funding to:

- Collaborate with community violence intervention (CVI) experts provided by COMMERCE to conduct a landscape analysis that includes:
  - A comprehensive understanding of the nature, patterns, and root causes of violence within the community through collaborative, mixed-method data collection and analysis.
  - An asset map of local organizations, resources, and community features that can be leveraged toward reducing violence.
  - An inventory of existing violence prevention and intervention services, identifying strengths, gaps and weaknesses.
- Assess the existing public safety landscape and identify any barriers hindering cross-system collaboration, along with strategies to address them.
- Create a culturally relevant and inclusive strategic plan supported by the community to build violence prevention and intervention capacity and expand programs as needed.
- Gather community input related to community violence intervention and prevention.
- Participate in technical assistance and training related to community violence intervention including, but not limited to, CVI history, principles and evidence-informed interventions.

- Administer subawards to nonprofit organizations, local government agencies, Tribes and other qualifying entities to support the implementation and expansion of violence intervention and prevention programs tailored to the specific needs of their communities, guided by COMMERCE and the CVIPI subcommittee.

For this funding opportunity, priority will be given to the following underinvested counties and communities: Snohomish County, Grant County, Pierce County, Yakima County, Spokane County, Clark County, and the Tri-Cities area (Benton County and Franklin County). The distribution of seven awards under this NOFO will be exclusive to these communities and counties. COMMERCE intends to award multiple contracts, one in each area listed above, to provide the services described in this NOFO. One additional (eighth) award will be issued to any federally-recognized Tribe located anywhere in the state of Washington.

## 1.2 OBJECTIVES AND SCOPE OF WORK

Proposals must describe the process of forming a CSC to develop the Violence Reduction Plan in one of the priority geographies: Snohomish County, Grant County, Pierce County, Yakima County, Spokane County, Clark County, and the Tri-Cities area (Benton County and Franklin County). Please note that one additional (eighth) award will be issued to any federally recognized Tribe located anywhere in the state of Washington. Proposers must address the following in their project design and implementation:

1. **CSC Creation and Convening:** Proposals must include a description of the CSC's structure and membership. The CSC can be an existing, expanded, or new formal working group, committee, or collaboration.
  - **Membership:** CSC membership must be tailored to effectively address the community's challenges and needs, drawing on individuals with relevant expertise and focus areas. The CSC is required to include:
    - a) One individual from the Proposer's entity.
    - b) Two individuals with lived experience of gun violence, including individuals and/or family members of individuals who have either committed or been victims of gun violence.
    - c) Two staff members from local service providers (e.g., street outreach, victim advocates, youth services, health care providers, mental health providers).
    - d) Two representatives from local government agencies (e.g., the local office of violence prevention, public health department, human services department).
    - e) Two representatives from advocacy groups or philanthropic organizations.
    - f) Up to three additional individuals with expertise in violence intervention and prevention programming and services.
  - **Charter:** Proposers are required to develop a charter, in collaboration with CSC members and COMMERCE, which outlines the roles, responsibilities, and governance structure of the CSC. Charters must include a plan for identifying and mitigating the risks of conflicts of interest amongst CSC members.
  - **Logistics:** Proposers may include additional details related to CSC operations, such as a proposed meeting cadence and a plan for compensating CSC members with lived experience of gun violence for their time.
2. **Technical Assistance and Training Participation:** Once CSCs are formed, proposers must participate in technical assistance and training related to CVI. These monthly trainings will be coordinated by COMMERCE and include, but are not limited to, understanding the history of CVI, CVI principles, and evidence-informed interventions. Proposals may identify specific areas where technical assistance is needed and agree to actively participate in these training sessions designed to build organizational and programmatic capacity.
3. **Landscape Analysis:** CSCs will co-lead a collaborative and comprehensive analysis to identify the nature, patterns, and root causes of violence within the community of focus. This should include a multimethod approach to data collection and analysis of readily available records such as death certificates, medical or coroner reports, hospital and emergency room records, child welfare

records, law enforcement and court data, population-based surveys, focus groups, and interviews. CSCs will be connected with technical experts subcontracted with COMMERCE to co-lead this stage of the project. In addition to analyzing the drivers of violence, the landscape analysis will also evaluate the needs of the focus communities and effectiveness of current firearm violence intervention and prevention strategies and services to identify gaps and barriers to effective responses.

4. **Design Violence Reduction Plan:** Based on the analysis of root causes of violence and identified needs and service gaps, develop a violence reduction plan operating at the neighborhood, city, county or regional level as appropriate. This plan will be submitted to COMMERCE for approval and should incorporate key performance metrics, process and outcome assessments, and strategies to address the identified needs of the community of focus. The design process should include consultation with experts in violence intervention and prevention programming and services.
5. **Subawards Administration:** Before Proposers can administer subawards, they must submit a violence reduction plan to COMMERCE for review and approval. Once the plan is approved, Proposers will be able to request up to 275,000 for the administration of subawards to nonprofit organizations, local government agencies, Tribes, and other qualifying entities. The subaward process will be guided by COMMERCE and the CVIPI subcommittee and conducted through a competitive selection following the guidelines set forth by COMMERCE. These subawards will support the implementation and expansion of violence intervention and prevention programs tailored to the specific needs of their communities as outlined in the Violence Reduction Plan. Final funding decisions and amounts will be determined by COMMERCE.
6. **Reporting Requirements:** Proposers will be required to submit regular progress reports that address the performance measures identified in their contract, and financial reports describing actual expenditures of grant funding. Potential funding measures could include but are not limited to, successes and milestones, challenges and barriers, support and resources needed, and the level of community engagement.

Proposals should include a detailed plan for providing ongoing monitoring and support for funded programs to ensure compliance with federal requirements. This includes regular reporting, financial oversight, and adherence to all relevant federal regulations and guidelines.

### 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Be any of the following:
  - Federally recognized local or tribal government agency (e.g., public health, human services, criminal legal system agencies) or Tribal-led community-based organizations; or
  - Non-governmental community-based non-profit 501(c)(3) organization, including hospitals. Nonprofit organizations must verify their nonprofit status by providing a copy of their Internal Revenue Service (IRS) 501(c)(3) determination letter.
- 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 the Apparent Successful Grantee (exception: Tribes).
- Organization must be located in the region that the services will be carried out. For the purpose of this funding opportunity, organizations must serve and be located in one of the following locations: Snohomish County, Grant County, Pierce County, Yakima County, Spokane County, Clark County, and the Tri-Cities area (Benton and Franklin County). Federally recognized Tribes can be located anywhere in the state of Washington.

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 \$100,000 per proposal for this project. Please note that the amount is solely for the formation of a CSC, a comprehensive landscape analysis, and the development of a Violence Reduction Plan. Proposals exceeding \$100,000 will be considered non-responsive and will not be evaluated.

**COMMERCE will provide additional funding of up to \$275,000 to support violence reduction plans that meet the standards outlined by COMMERCE.** In the event additional funding becomes available during the period of performance any contract awarded may be amended to provide for additional related services. **Final funding decisions and amounts will be determined by COMMERCE.**

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 November 15, 2024 and to end on September 30, 2026. 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.

#### 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.

**Community Violence Intervention (CVI):** An approach that uses evidence-informed strategies to reduce violence through tailored community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation, and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence.

## 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	Latojanae Hull
E-Mail Address	Latojanae.hull@commerce.wa.gov

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	Tuesday, August 20, 2024
Question & answer period	Tuesday, August 20, 2024 – Monday, September 16, 2024
Answers to Q&A posted no later than	Friday, September 20, 2024
General Pre-Proposal Conference <a href="#">Register on Zoom.</a>	Thursday, August 29, 2024 at 10 a.m. (Pacific Time)
Pre-Proposal Conference – <i>For Tribal Governments Only</i> <a href="#">Register on Zoom.</a>	Tuesday, September 3, 2024 at 10 a.m. (Pacific Time)
<b>Proposals due</b>	Sunday, October 6, 2024 at 11:59 p.m. (Pacific Time)
Evaluate proposals	Monday, October 7, 2024 – Wednesday, October 23, 2024
Conduct virtual presentations with finalists, if required	Thursday, October 24, 2024
Announce “Apparent Successful Grantee” and send notification via e-mail to unsuccessful Proposers	Tuesday, October 29, 2024
Hold debriefing conferences (if requested)	Tuesday, October 29, 2024 – Wednesday, November 6, 2024
Negotiate contract	Tuesday, October 29, 2024 – Friday, November 15, 2024
Earliest date contract may be signed	Friday, November 15, 2024

### **2.3 COMMERCE reserves the right to revise the above scheduled 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.

### **2.4 PRE-PROPOSAL CONFERENCE**

A general pre-proposal conference will be held on **Thursday, August 29, 2024 at 10 a.m. Pacific time**. The pre-proposal conference will be virtual only. [Please register on Zoom.](#)

A Tribal specific pre-proposal conference solely for Tribal Government partners will be held on **Tuesday, September 3, 2024 at 1 p.m. Pacific Time**. The Tribal pre-proposal conference will be virtual only. [Please register on Zoom.](#)

**Accessibility: If Spanish or ASL interpretation is needed, please email the RFP Coordinator by Monday, August 26, 2024.**

All prospective Proposers are encouraged attend; however, attendance is not mandatory.

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**

#### **ELECTRONIC PROPOSALS:**

The proposal must be submitted no later than **11:59 p.m., Pacific Time on Sunday, October 6, 2024**. **Proposals must be completed and submitted through the [ZoomGrants website](#).**

The provided link to the ZoomGrants system will take the Proposer directly to the [Washington CVIPI CSC application page](#). If the Proposer already have a ZoomGrants account, the Proposer should log in and follow the instructions. If the Proposer is a new user, the Proposer should complete the required information to create a new ZoomGrants account and create a profile. If the Proposer encounters any issues while creating an account, use the "Ask ZoomGrants" link in the help menu, and they will assist you.

Proposals may not be transmitted using facsimile transmission or any other means than through [ZoomGrants](#).

**Late proposals will not be accepted and will be automatically disqualified from further consideration.** All Proposals and any accompanying documentation become the property of COMMERCE and will not be returned. Proposers should allow sufficient time to ensure timely receipt of the proposal by the NOFO Coordinator. Requests for deadline extensions will not be granted.

### **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 will also be published on Washington's Electronic Business System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the NOFO and will be placed on the website. Such addenda will also be published anywhere the NOFO is posted, including on COMMERCE'S public webpage, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

If you downloaded this NOFO from anywhere other than WEBS you are responsible for sending your name and e-mail address to the NOFO Coordinator in order for your organization to receive any NOFO addenda.

COMMERCE also reserves the right to cancel or to reissue the NOFO in whole or in part before the 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 at or about the time of disqualification.

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:

To be responsive, Proposals must be written in English, and submitted in [ZoomGrants](#). Proposals must include the following:

1. Letter of Submittal
2. Certifications and Assurances (Exhibit A to this NOFO)
3. Technical Proposal
4. Management Proposal
5. Cost Proposal
6. Diverse Business Inclusion Plan (Exhibit B to this NOFO)
7. Workers' Rights Certification (Exhibit C to this NOFO)

Proposals must provide information in the specific document upload feature within [ZoomGrants](#). 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 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 or Social Security number **and** the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. 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 Proposal and Budget template within ZoomGrants must be completed. It includes your contact information and question responses. The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. **Background and Qualifications:** Include a description of the Proposer's previous experiences and qualifications related to leading a collaborative, multidisciplinary council focused on reducing community violence. For example, understanding of community violence and evidence-based interventions, existing relationships with relevant stakeholders, previous experiences leading collaborations, previous experience conducting or leveraging a landscape analysis, access to local violence data through existing collaborative relationships and/or data sharing agreements, alignment with Proposer's mission and/or other ongoing efforts, etc.
- B. **Project Approach/Methodology:** Include a complete description of the Proposer's proposed approach and methodology for the project. This section should convey Proposer's full understanding of the proposed project, including but not limited to:
  - a) Overall approach
  - b) A roster of potential CSC members that includes, name, title, organization, and a very brief description of why they might be recruited
  - c) A coordination plan that details the frequency and format of CSC meetings along with any relevant details such as participation incentives and accountability mechanisms
  - d) A preliminary description of sections to be included in the CSC charter
  - e) A detailed plan for identifying and mitigating the associated risks of any conflicts of interest that might exist among CSC members
- C. **Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project 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 project. 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 subgrantees, but do not select subgrantees until all relevant requirements have been reviewed, including the Code of Federal Requirements if applicable.
- D. **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.
- E. **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.
- F. **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.

- G. 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 the 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) Knowledge of community violence intervention and expertise with focus community including local issues, services, and needs of the community.
  - b) Strong, trusted relationship and capacity-building capabilities and activities to support violence intervention services for those at high risk for being a victim of or perpetrating violence.
  - c) Ability to form multidisciplinary existing, expanded, or new formal working group, committee, or collaborations.
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, the contract number and project description and/or other information available to identify the contract.
2. If 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 a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance 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.

#### **D. Letters of Support (MANDATORY)**

Include at least three letters of support from stakeholders demonstrating that the proposer has the experience described within the NOFO. Letters of support cannot be from current COMMERCE staff. Letters of support must contain the writer's contract information. 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 those who have written letters of support 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**

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 (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 scored by dividing the lowest cost received by the Proposer's total cost and the result is then added to the combined score for the Technical and Management Proposals.

**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 5% 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 scores from the written evaluation and the virtual presentation combined together will determine the Apparent Successful Grantee.

#### 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 publically 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 [centralcontracts@commerce.wa.gov](mailto:centralcontracts@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

**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: F24-34559-001

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.



Federal Funded Grant Contract  
Federal Funded Tribal Contract