



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

NOTICE OF FUNDING OPPORTUNITY (NOFO)

NOFO NO. F26-214P5

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

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: Child Care Partnership Grant Program

PROPOSAL DUE: Thursday, April 17, 2025 at 11:59 PM, Pacific Time, Olympia, WA

ESTIMATED TIME PERIOD FOR CONTRACT: July 1, 2025– June 30, 2026

PROPOSER ELIGIBILITY: This NOFO is open to Proposers that meet all of the following minimum qualifications:

1. Licensed to do business in the state of Washington;
2. Populations served must be located in the state of Washington;
3. Must be headquartered in the state of Washington; AND
4. Meets one of the following entity designations.
 - a. Federally recognized tribes in Washington;
 - b. Local government entity;
 - c. Nonprofit organization registered with the Washington Secretary of State as a nonprofit corporation **and** having a 501(c)(3) or 501(c)(6) status with the Internal Revenue Service (IRS);
 - d. Public agency;
 - e. School district; or
 - f. Educational Service District (ESD).

FUNDING SOURCE AND METHOD: This is State funding. Payments will be made on a **reimbursement basis** for deliverables accepted.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington Department of Commerce, hereafter called "COMMERCE," is initiating this Notice of Funding Opportunity (NOFO) to solicit Proposals for the **Child Care Partnership Grant program (hereafter called "CCPG")**. Please review the entire NOFO before beginning your Proposal response. All Proposals must be **received in the [PORTAL](#)** no later than 11:59 PM Pacific Time, on **Thursday, April 17, 2025**.

A Pre-Proposal webinar (to share information about the grant and Proposal requirements) will be held on [March 5 @ 11:00 AM-12:00 PM](#) Pacific Time (recorded). Click the hyperlink to register. The Pre-Proposal webinar will be virtual only on a Zoom platform. After registering, you will receive a confirmation email containing information about joining the webinar. All prospective Proposers are encouraged to attend; however, attendance is not mandatory.

Specifically for Federally Recognized Tribes and Nonprofit Tribal Organizations in Washington: A Pre-Proposal webinar-style conference will be held on [March 4 @ 3-4:00 PM](#) Pacific Time. Click the link for registration. The Pre-Proposal conference will be virtual only, on a Zoom platform. After registering, you will receive a confirmation email containing information about joining the webinar.

We will have Q&A open office hours during the Question and Answer period on [March 6 @ 8:30-9 AM](#) and [March 12 @ 3:30-4:00 PM](#). The date and time hyperlinks will take you to the Zoom meeting. There may be others on the call at the same time. If you would like to ask questions privately, please contact Kari Sample, NOFO coordinator, kari.sample@commerce.wa.gov, with your questions.

CCPG supports community-driven child care solutions by funding collaborative partnerships, increasing organizational capacity development, conducting planning and completing activities that help the community address the shortage of child care. The ultimate goal of CCPG funded partnerships is to increase child care slots and proposals need to show a clear plan to increase slots within their community.

Child care slots shall be increased within one year of CCPG investment. The following **allowable activities** must include multiple community partners:

- Community coalition development and coordination
- Community engagement
- Needs assessments
- Data analysis
- Fundraising plans
- Child care provider recruitment
- Home-based provider and child care center retention
- Marketing plans and messaging
- Strategic action plan development
- Early learning/child care workforce development plans
- Pre-design studies (such as feasibility studies, schematics, and appraisals)
- Other activities that help communities address the shortage of child care (that are not ineligible/unallowable)

The **following activities are ineligible/unallowable** under this grant:

- Building, land, or real property acquisition
- Construction
- Capital assets intended for use or to keep for more than one year. Capital assets include land and land rights; buildings, infrastructure, machinery, vehicles and tools
- Facility pre-design that exceeds basic architectural schematics and design
- Implementation of capital or fundraising campaigns or activities
- Ongoing Professional development of child care providers

- Out-of-state travel
- Regular or subsidized salaries for child care or early learning teacher services
- Use of funds to pay for fiscal audits, or local, state or federal taxes
- Mini-grants or regranting funds to child care providers

Grantees will make meaningful progress toward child care expansion and projects will ultimately increase the total number of affordable and quality child care slots for infants, toddlers, pre-kindergarten, school aged children and youth under age 12. We are specifically interested in supporting efforts in areas with limited or no child care to meet the need according to the [Child Care and Early Learning Need and Supply Data | Washington State Department of Children, Youth, and Families](#), or as assessed and confirmed locally.

Additional consideration will be assigned to prioritize projects in areas with limited or no child care that:

- a. Are operating in rural communities (see definition on page 5).
- b. Include intentional outreach to serve historically underserved and marginalized families and communities (For example, Black, Indigenous and People of Color (BIPOC); immigrants and refugees; children with disabilities and special needs; and LGBTQIA2S+).
- c. Have not received CCPG funding in the past.

COMMERCE reserves the right to make awards that account for equitable distribution of funding among a variety of project approaches, years of CCPG funding, geographies and award amounts.

Proposals may be submitted with appropriate activities, project plan and budget for 12 months (July 1, 2025-June 30, 2026). See section 1.4 FUNDING and 1.5 PERIOD OF PERFORMANCE for more details.

This is a competitive process, and not all Proposals will be selected. COMMERCE intends to award multiple contract(s) to provide the services described in this NOFO. COMMERCE reserves the right at its sole discretion to reject any and all Proposals received without penalty and not to issue contracts as a result of this NOFO.

1.2 OBJECTIVES AND SCOPE OF WORK

Child Care Partnership Grants (CCPG) will support community-driven planning and action plan implementation to address unique and highest priority child care needs and expand child care capacity.

- Projects must be responsive to local community needs related to the lack of access to affordable and quality child care in a defined community.
- Successful grantees will propose project activities that demonstrate understanding of current community conditions and culture and identify activities to increase child care access and the number of available slots.
- Proposers must define the geographic and demographic community(ies) that the project intends to serve.
- Projects must engage a diverse group of committed community partners to collaboratively plan and execute sustainable, effective initiatives that remove barriers and enhance the capacity to implement solutions.

Projects shall engage multiple community partners including, but not limited to, representatives from the following sectors - as appropriate and available in the community:

- Businesses (employers)
- Child care providers
- Community-based organizations
- Economic development
- Education / Educational Service Districts (ESD)
- Faith based organizations

- Health care / behavioral health
- Higher education
- Local government
- Non-profits
- Parents and caregivers
- Social service agencies
- State agencies
- Statewide child care organizations
- Tribes in Washington
- Youth serving organizations
- Other

Grantees are expected to implement community collaborative activities that make progress on two or more of the following expected project outcomes that will ultimately increase the number of child care slots in their community: (These outcomes will be included in mid-year and end of year report)

- A. Completed needs assessment (community informed) identifying specific barriers and gaps;
- B. Diverse partners collaborate to develop and implement a strategic action plan to address identified needs and barriers;
- C. Capital fund development planning;
- D. Increased number of child care providers in community; or
- E. Expanded capacity of existing child care providers.

Grantees will secure their own services, consultants and/or training to fully spend the grant funds. Contract reimbursement will be deliverable-based.

Grantees will be required to submit monthly progress, mid-year and end of year reports on templates that COMMERCE will provide. Grantees will be expected to participate in regularly scheduled learning-community meetings hosted by COMMERCE to share experiences with other grantees. All deliverables must be met by end of proposed contract period and no later than June 30, 2026 Commerce reserves the right to extend contracts based on performance and funding needed to achieve outcomes.

1.3 MINIMUM QUALIFICATIONS

Proposers must meet all of the following minimum qualifications to be eligible for this grant:

1. Licensed to do business in the state of Washington;
2. Populations served must be located in the state of Washington;
3. Must be headquartered in the state of Washington; AND
4. Meets one of the following entity designations.
 - a. Federally recognized tribes in Washington;
 - b. Local government entity;
 - c. Nonprofit organization registered with the Washington Secretary of State as a nonprofit corporation **and** having a 501(c)(3) or 501(c)(6) status with the Internal Revenue Service (IRS);
 - d. Public agency;
 - e. School district; or
 - f. Educational Service District (ESD).

This is a competitive process, and not all applications will be selected. Proposals that do not clearly meet or exceed all minimum qualifications listed above will be considered non-responsive and will not be evaluated.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$885,000 for this program. There is no minimum award amount.

- A. For a contract period of July 1, 2025 - June 30, 2026 awards will typically range from \$30,000 up to \$70,000, depending on the proposed activities and budget.

Proposals in excess of \$70,000 will be considered non-responsive and will not be evaluated.

COMMERCE reserves the right to award applications for less than the requested amount. COMMERCE intends to award multiple contract(s) to provide the services described in this NOFO. In the event additional funding becomes available during the period of performance, any contract awarded may be amended to provide for additional related services. Additional funding is not guaranteed. Any contract awarded as a result of this NOFO is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this NOFO is tentatively scheduled to begin on or after July 1, 2025 and to end on June 30, 2026.

COMMERCE reserves the right to extend contracts for an additional year based on performance and funding needed to achieve outcomes and shall be at the sole discretion of COMMERCE.

1.6 DEFINITIONS

Definitions for the purposes of this NOFO include:

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

Collaborative or Coalition: A group formed for the purpose of a project relating to stabilizing and expanding child care capacity in communities and which will continue to champion the work past the end of the grant performance period.

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.

Deliverable: Something that is able to be provided, especially as a product of an activity or process. Examples of deliverables include studies, reports, events, coalition meetings, community engagements, material development and dissemination, assessments, plans, professional consultant products, etc.

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.

Public Agency: Any agency, political subdivision, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, school districts and local service districts.

Realistic: Realistic costs are sensible and accurate estimates for services and items. A realistic timeline is practical for what can be achieved or is expected.

Rural Community: Small rural counties with 35,000 residents or less, or cities with 8,500 residents or less according to [OFM 2020. Census.](#)¹

Subgrantee/subcontractor: one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee” and “subcontractor” mean subgrantee/subcontractor(s) in any tier.

1.7 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.

1.8 AMERICAN DISABILITES ACT (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.

¹ WA Office of Financial Management April 2022 Population of Cities, Towns and Counties [April 1 Population of Cities, Towns, and Counties \(wa.gov\)](#)

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	Kari Sample
E-Mail Address	Kari.Sample@commerce.wa.gov

Any other communication will be considered non-binding. Proposers are to rely only on written statements issued by the NOFO Coordinator. Coordinator may involve Community Engagement Unit members as needed for technical assistance. **Communication directed to parties other than the NOFO Coordinator may result in disqualification of the Proposer.**

Upon request, COMMERCE will attempt to assist a proposer to contact a trusted organization to receive **assistance in languages other than English** to complete the application. To request language access services, please contact Kari Sample, NOFO Coordinator, as soon as possible.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Notice of Funding Opportunity	February 20, 2025
Question & answer period	February 20 - March 13, 2025
Pre-Proposal Conference Tribal	March 4 @ 3-4:00 PM
Pre-Proposal Conference Public	March 5 @ 11:00 AM -12:00 PM
Q&A open office hours (via Zoom) <i>click hyperlink to join</i>	March 6 @ 8:30-9:00 AM
Q&A open office hours (via Zoom) <i>click hyperlink to join</i>	March 12 @ 3:30-4:00 PM
Answers to Q&A posted no later than	March 19, 2025
Proposals due	April 17, 2025 at 11:59 PM
Evaluate Proposals	April 21 - May 12, 2025
Conduct virtual presentations with finalists, if required	May 13 - May 20, 2025
Announce "Apparent Successful Grantee" and send notification via e-mail to unsuccessful Proposers	May 27, 2025
Hold debriefing conferences (if requested)	May 28 - June 10, 2025
Negotiate contract	May 28 - June 30, 2025
Earliest date contract may be signed	July 1, 2025

COMMERCE reserves the right to revise the above schedule.

2.3 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this NOFO sent to the NOFO Coordinator at the email address listed in Section 2.1, at the pre-proposal conferences and/or during open office hours through March 13, 2025. COMMERCE will answer all questions in a Q&A document posted as an addendum to the NOFO no later than March 19, 2025.

2.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal webinar-style conferences will be held on [March 5 from 11:00 AM–12:00 PM](#) (recorded). Click the link for registration. The Pre-Proposal conference will be virtual only, on a Zoom platform. After registering, you will receive a confirmation email containing information about joining the webinar. All prospective Proposers are encouraged to attend; however, attendance is not mandatory. We will post the webinar recording on <https://www.commerce.wa.gov/contracting/>.

Specifically for Federally Recognized Tribes and Nonprofit Tribal Organizations in Washington:

A Pre-Proposal webinar-style conference will be held on [March 4 from 3:00-4:00 PM](#). Click the link for registration. The Pre-Proposal conference will be virtual only, on a Zoom platform. After registering,

you will receive a confirmation email containing information about joining the webinar. All prospective Proposers are encouraged to attend; however, attendance is not mandatory.

Q&A Open Office Hours click links at these times to join us online [March 6 from 8:30-9 AM](#) (recorded) or [March 12 from 3:30-4:00 PM to](#) (recorded) to ask COMMERCE questions directly. There may be others on the call at the same time. If you would like to ask questions privately, please contact Kari Sample, NOFO coordinator, kari.sample@commerce.wa.gov, with your questions.

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 PROPOSAL SUBMISSION

ELECTRONIC PROPOSALS: The Proposal must be received no later than 11:59 PM Pacific Time, on April 17, 2025.

Proposals must be submitted electronically through the submissions **PORTAL** located: <https://app.smartsheet.com/b/form/84b6c9dba2d542f9ae26ecc124e65e58>. **The PORTAL does not save draft submissions; be prepared to complete and submit in one sitting.** Attachments must be in Microsoft Word format or PDF. Use the provided [PROPOSAL FORM](#).

Zipped files cannot be received and cannot be used for submission of Proposals. COMMERCE does not assume responsibility for problems with Respondent's system. If the COMMERCE submission PORTAL is not working, appropriate allowances will be made. No Proposals will be accepted through email, fax or mail. Only Proposals submitted through the [PORTAL](#) will be accepted.

Late Proposals will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE platform is found to be at fault at COMMERCE'S sole determination. Exceptions will not be made for partial submissions. Requests for deadline extensions will not be granted. All Proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.6 REVISIONS TO THE NOFO

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

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

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

3. PROPOSAL CONTENTS

Submit your proposal.

[Click here](#) to access the Proposal Form as a Word document that you will upload with all other required documents on the [PORTAL](#). Proposal contents are copied below for your preview.

Proposal documents must be written in English and submitted electronically in the [PORTAL](#) by Tuesday, April 17, 2025 at 11:59pm PST.

Please include your organization name in the title of your submitted NOFO documents: (You may use the check list below to ensure that you have completed and attached the 3 required documents)

REQUIRED NOFO DOCUMENTS

- I. [Proposal Form](#) (Exhibit A to this NOFO), which includes:
 - Certifications and Assurances (Exhibit C to this NOFO)
 - Diverse Business Inclusion Plan (Exhibit D to this NOFO)
 - Workers' Rights Certification (Exhibit E to this NOFO)
- II. [Scope of Work and Cost Proposal Worksheet](#) (Exhibit B to this NOFO)
- III. Organizational chart (include Board members)
- IV. Contract edits, if applicable

You must provide an answer to each question. If any answer is "unknown", "no" or "not applicable (N/A)", please indicate with "unknown", "no" or "N/A". Required questions that are left blank will be given 0 points.

3.1 PROPOSER INFORMATION

The entity that will receive and manage the grant and will work with coalitions and local partners to implement the activities is the "Proposer." Only persons authorized to legally bind the Proposer to a contractual relationship or has been delegated authority by the Proposer shall submit the Proposal. All fields are required.

A. Verify your eligibility for this grant by checking each box in 1-4.

Proposers must meet all of the following minimum qualifications:

- 1. Licensed to do business in the state of Washington and
 - must have an active Washington Uniform Business Identification Number and
 - must have an active Federal Employer Tax Identification Number
- 2. Populations served must be located in the state of Washington.
- 3. Must be headquartered in the state of Washington. **AND**
- 4. Meets one of the following entity designations. **Please also select one:**
 - Federally recognized tribes in Washington;
 - Local government entity;
 - Nonprofit organization registered with the Washington Secretary of State as a nonprofit Corporation **and** having a 501(c)(3) or 501(c)(6) status with the Internal Revenue Service (IRS);
 - Public agency;
 - School district; or
 - Educational Service District (ESD).

(If you do not meet all the above qualifications 1-4, do not continue with Proposal and contact Kari Sample, NOFO Coordinator kari.sample@commerce.wa.gov)

B. Indicate if any of the prioritized areas below are applicable to your Proposal. Commerce reserves the right to verify responses. Select all that apply.

- Project will be operating in a rural community (see definition on page 5).
- Will conduct intentional outreach to serve historically underserved and marginalized families and communities (For example, Black, Indigenous and People of Color (BIPOC); immigrants and refugees; children with disabilities and special needs; and or LGBTQIA2S+).
- Proposer and or community partners has not received CCPG funding in the past.

C. Proposer's Legal Entity Name _____

D. Proposer's Physical Address _____ City _____ State _____ Zip Code _____

E. Counties to be served in this Proposal: _____

- F. Name of Person submitting this Proposal _____
- G. Title of Person submitting this Proposal _____
- H. Telephone number of Person submitting this Proposal _____
- I. E-mail address of Person submitting this Proposal _____

3.2 PROPOSAL

The Proposal must contain a response to each question and sub-question to be considered complete. If any answer is “unknown”, “no” or “not applicable (N/A)”, please indicate with “unknown”, “no” or “N/A”. Required questions that are left blank will be given 0 points.

1) GENERAL PROJECT DETAILS

- a) **What is the specific child care access problem you plan to address with this project Proposal?** (Limit your response to 200 words or fewer)
- b) **Define the geographic area for this Proposal. This will be the service area of your proposal. (Include County/ies, city/ies, and neighborhood/s, as applicable)**
- c) **Describe the community demographics in the geographic area listed in question 1.b above** (for example, groups; race and ethnic populations; historically underserved and marginalized communities; people with disabilities and special needs; immigrants; and refugees).
- d) **How has your organization historically served this demographic within the geographic area?**
- e) **In the geographic area, what data do you have that shows child care availability is limited?**
- f) **What efforts will your project take to better understand child care needs in the community?**
- g) **How will your project efforts increase child care slots in your community?**
- h) **What type of child care slots will your project increase?**
 (Select all that apply)
 - Family, friend and neighbor provider (FFN)
 - Licensed child care centers
 - Licensed home-based care
 - School-aged after school or summer care
 - Unknown at this time (to be determined with needs assessment)
 - Other (list) _____
- i) **List the local challenges your proposal may potentially encounter as you implement the proposed activities and how you plan to address those barriers?**
- j) **Has your organization or coalition received any CCPG funding in the past?**
 - Yes. If YES**, please describe how an additional year of funding will show a measurable impact to increase child care slots or improve child care access in your community.

No

k) **Grantees are expected to implement collaborative community activities that make progress on two or more of the following project outcomes that will ultimately increase the number of child care slots in their community. What outcomes will your project prioritize in your work? Please select at least two. Selecting more than two will not increase score.**

- Completed child care needs assessment (community informed) identifying specific barriers and gaps
 - Diverse partners collaborate to develop and implement a strategic action plan to address identified needs and barriers
 - Increased access to capital project funding specific to child care
 - Increased number of child care providers in the community
 - Expanded capacity of existing child care providers
- (Optional) Please share any additional anticipated project outcomes not listed above

2) **COMMUNITY ENGAGEMENT EFFORTS**

a) **Describe the intended outreach to specific historically marginalized and underserved families and communities to access the newly created slots or benefit from the project efforts.** (For example, BIPOC; immigrants and refugees; children with disabilities and special needs; and LGBTQIA2S+). **If no specific intended outreach, indicate with "none".**

b) **Explain how you will involve the families and child care providers who will benefit or be impacted from the project during the implementation of the project activities?**

c) **Is this proposal supported by a locally driven, multi-sector, child care coalition or group currently established in the community and actively participating in this work?**

- Yes, please answer questions i-ii below
- No, please answer questions iii-iv below

i) **If YES**, please briefly describe when and how the coalition was established, how it is currently funded and include a list of the organizations and individuals involved.

ii) **If YES**, what additional partners will be invited to participate and what community engagement strategies will you use to recruit?

iii) **If NO**, how does your organization intend to recruit a multi-sector coalition or group of individuals to engage in this work?

iv) **If NO, or not multi-sector**, please list the organizations, community partners and individuals that were involved in developing this project Proposal

3) **PROPOSED ACTIVITIES AND COST PROPOSAL**

To be considered responsive to this NOFO, the total amount proposed must not exceed \$70,000.

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 that are consistent with state government efforts to conserve resources. Cost estimates will be used to determine deliverable payments. Final budget will be deliverable based. Proposers are required to collect and pay applicable Washington state sales and use taxes.

a) **Using the [Scope of Work and Cost Proposal Worksheet \(Exhibit B\)](#), please provide the following:**

- I. **Proposed activities you plan to implement.**
 - II. **Proposed deliverables** (draft / final products or outputs of the proposed activities).
 - III. **Identification of Estimated Costs.** Include estimates in U.S. dollars for salaries and benefits, professional services, goods or other services, travel, supplies and non-direct administrative costs associated with the project (up to 10% of total grant award).
 - IV. **Proposed completion date of each deliverable.**
 - V. **Explain the partner roles and responsibilities** (indicate on the document if you plan to subcontract)
 - VI. **If you need assistance filling out the this document, download the [Scope of Work and Cost Proposal Worksheet How To Document here.](#)**
- b) **Outline the proposed project timeline indicating when key activities will begin, occur, and be completed.** Show a clear, realistic sequence of project activities (steps) during the performance period:

State Fiscal Year Quarter	Proposed Activities
Q1: July 1 - September 30, 2025	
Q2: October 1 - December 31, 2025	
Q3: January 1 - March 31, 2026	
Q4: April 1 – June 30, 2026	

4) ORGANIZATION INFORMATION

Tell us about you (Proposer) If any answer is “no” or “not applicable”, indicate no or N/A.

- a) **What makes you an appropriate and effective entity to lead this work? Include your experience or understanding with the child care system.** (Limit response to 200 words or less)
- b) **In the following areas, check the boxes to indicate the Proposer’s experience (select all that apply):**
- a. Analyzing data to form conclusions
 - b. Capital project development
 - c. Child care or early learning
 - d. Communications or marketing
 - e. Community capacity development
 - f. Community coalition or committee facilitation or participation
 - g. Community organizing
 - h. Fundraising
 - i. Strategic action planning
 - j. Workforce development
 - k. Other experience related to the proposed activities (list)
 - l. No experience in these areas
- c) **Proposer references:** List names, telephone numbers, and e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided to the reference. *Do not include current COMMERCE staff as references.* By submitting a Proposal the Proposer and any partners or agents authorize COMMERCE to contact these references and any others who, from COMMERCE’S perspective, may have pertinent information. COMMERCE may or may not contact references in its sole discretion.
- a. Name _____, telephone _____, email _____, service provided: _____
 - b. Name _____, telephone _____, email _____, service provided: _____

- c. Name _____, telephone _____, email _____, service provided: _____
- d) **Describe the proposed project team structure and internal controls**, including any subcontractors. **Review all relevant requirements in the sample contract in Exhibit F before selecting subcontractors.** (Limit response to 200 words or less)
- e) **Submit an organizational chart** indicating lines of authority for personnel involved in the performance of grant and relationships of 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. Chart must also include your Board members.
- f) **Identify staff responsibilities and amount of time assigned to proposed activities, including any subcontractors.**
- a. List anticipated staff responsibilities
 - b. This grant will support what percentage of FTE (full time equivalent) staff time? (for example one full time staff, 40 hours per week, is 1.0 FTE, and a staff working 20 hours per week is 0.5 FTE)
 - c. List anticipated subcontractor responsibilities, if applicable. (If not applicable, list N/A)
 - d. Name of lead staff:
 - i. If applicable, please explain why lead staff cannot be identified at this time.
- g) **List all contracts and award amounts the Proposer has had during the last five years that relate to child care and or the services of this NOFO. (Indicate “N/A” if not applicable)**

5) Related Information

- a) 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,
- b) 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. (Indicate “N/A” if not applicable)
- c) 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. (Indicate “N/A” if not applicable)

If the Proposer has had a contract terminated for default in the last five years, describe such incident. Provide 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. *(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.)* **If the Proposer has experienced no such termination for default in the past five years, indicate with “N/A.”**

3.3 CERTIFICATIONS AND ASSURANCES (MANDATORY)

The Certifications and Assurances form (Exhibit C 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).

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 – 59%

- Proposer Information
- General Project Details
- Community Engagement Efforts
- Project Timeline
- Organization Information

Management Proposal – 22%

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

Scope of Work and Cost Proposal Worksheet - 19%

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

Priority points up to 15% Proposals with clear description of intentional outreach to serve historically underserved and marginalized populations and for operating in small rural communities.

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

4.3 VIRTUAL PRESENTATIONS MAY BE REQUIRED

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

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

5. ADDITIONAL GENERAL INFORMATION FOR PROPOSERS

5.1 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.

5.2 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

5.3 ACCEPTANCE PERIOD

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

5.4 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.

5.5 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.

- a) Disqualified Proposers will be notified after the announcement of the Apparent Successful Grantee(s) and be informed of the reason for disqualification
- b) COMMERCE reserves the right at its sole discretion to waive minor administrative irregularities.

5.6 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.

5.7 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 F. 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 C, Certifications and Assurances form. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

5.8 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.

5.9 NO OBLIGATION TO CONTRACT

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

5.10 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.

5.11 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.

5.12 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.

5.13 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 F.

5.14 NOTIFICATION TO PROPOSERS

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

5.15 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 five (5) 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.

5.16 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. 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.

6. NOFO EXHIBITS

- Exhibit A Proposal Form ([separate attachment](#))
- Exhibit B Scope of Work and Cost Proposal Worksheet ([separate attachment](#))
- Exhibit C Certifications and Assurances (see below)
- Exhibit D Diverse Business Inclusion Plan (see below)
- Exhibit E Workers' Rights Certification (see below)
- Exhibit F Example Grant Contract with General Terms and Conditions (see below)

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 5.2 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: **F26-214P5**

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.



EXAMPLE Grant Agreement with

Please enter the Entity/Business Name of Grantee Organization

through

**Director's Office
Community Engagement and Outreach Team**

Grant Number

Please enter Grant Number

For:

Support of community-driven child care solutions by fostering partnerships, conducting planning and completing activities that help the community address the shortage of child care.

Dated: Upon Execution

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Special Terms and Conditions

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

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

EXPENSES

Contractor's compensation for services rendered shall be based on the schedule set forth in Attachment B – Budget.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

Properly completed invoices shall:

- Describe and document, to COMMERCE's satisfaction, approved expenses incurred for performance of work as set forth in Attachment A – Scope of Work and Attachment B – Budget.
-

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 15th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 15th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be

paid by any other source, including grants, for that service.

Disallowed Costs

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

4. SUBGRANTEE DATA COLLECTION

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

5. INSURANCE

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

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance.

The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification. The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

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

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

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

6. FRAUD AND OTHER LOSS REPORTING

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

7. TREATMENT OF ASSETS (to supersede #38 D of General Terms)

The Grantee shall surrender to COMMERCE all property of COMMERCE when property is ready to be discontinued or decommissioned for use by Grantee.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
 - Special Terms and Conditions
 - General Terms and Conditions
 - Attachment A – Scope of Work
 - Attachment B – Budget
-

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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

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

7. ASSIGNMENT

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

8. ATTORNEYS’ FEES

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as “confidential” by COMMERCE;
- ii. All material produced by the Grantee that is designated as “confidential” by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept

gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

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

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

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

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

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

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

13. DUPLICATE PAYMENT

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

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

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

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

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

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

16. INDEPENDENT CAPACITY OF THE GRANTEE

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

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I)

Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

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

21. NONDISCRIMINATION

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

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

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

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

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms

& Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

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

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

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

23. POLITICAL ACTIVITIES

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

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

24. PUBLICITY

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

25. RECAPTURE

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

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SAVINGS

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

30. SEVERABILITY

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

31. SITE SECURITY

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

32. SUBGRANTING/SUBCONTRACTING

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

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

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor

the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

33. SURVIVAL

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

34. TAXES

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

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

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

Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

38. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
 - B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management
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practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.~~
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. **WAIVER**

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

ATTACHMENT A: SCOPE OF WORK

This is an EXAMPLE to demonstrate the layout of our Scope of Work and Budget style

Purpose statement

This Child Care Partnership Grant supports community-driven child care solutions by fostering partnerships, conducting planning and completing activities that help the community address the shortage of child care.

Detailed narrative overview of project here, including the end goal. Be sure to list your organization's staff that will be committed to the project, as well as all of community partners that will be involved. List positions only rather than names.

The following activities, tasks and deliverables are necessary to accomplish the above goals and outcomes:

Tasks

Activity 1: Complete and submit required reports

- A. Submit monthly progress report on template provided by COMMERCE.
- B. Submit mid-year report on template provided by Commerce due by _.
- C. Submit end of year report on template provided by Commerce due by _.

Activity 2: Grantee representative to attend Commerce-hosted learning community meetings.

- A. Attend at least three COMMERCE meetings (dates and times to be determined). If less than three meetings are held, COMMERCE reserves the right to reduce the meeting requirement to at least one meeting without amending this contract.

Activity 3: List Broad Activity Goal Here (Month, Year)

- Include specific steps for your activity here
 - Use sub bullets to provide more detail
 - Use sub bullets to provide more detail
- Include specific steps for your activity here
- Include specific steps for your activity here

Activity4: List Broad Activity Goal Here (Month, Year)

- Include specific steps for your activity here
 - Use sub bullets to provide more detail
 - Use sub bullets to provide more detail
- Include specific steps for your activity here
- Include specific steps for your activity here

Deliverables

The deliverables below demonstrate the completed tasks, activities, and the steps toward completing the goals as stated above. Grantee may adjust deliverables upon prior written permission from Commerce.

Adjustments to deliverables must be requested in writing with description of requested change and reason for change

1. Monthly Progress Report
 2. **Include list of specific deliverables here**
 - **List any specific purchase of goods under associated deliverable**
 3. Final report – due at the end of the contract period
-

ATTACHMENT B: BUDGET

This is an EXAMPLE to demonstrate the layout of our Scope of Work and Budget style

Grantee may adjust deliverables upon prior written permission from Commerce. Adjustments to deliverables must be requested in writing with description of requested change and reason for change.

SFY26 budget only; all deliverables must be completed by June 30, 2026.

DELIVERABLE	DUE DATE	COST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
