



2025-2027 Early Learning Facilities Expansion & Maintenance Notice of Funding Opportunity

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2023-2025 EARLY LEARNING FACILITIES AWARDEE

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For people with disabilities, this report is available on request in other formats. To submit a request, please call 7-1-1 and ask to be connected to 360-725-4000.

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Table of contents

Introduction.....	4
Definition of a Project	4
Competitive process best practices	5
Funding round categories	6
Project Development Assistance.....	8
Funding Availability	9
Anticipated Funding Timeline.....	9
Tips for Submitting an Application	10
Application Review Process	11
Unsuccessful Application Debrief.....	12
Confidentiality	12
Appendix A: Technical Assistance	14
Appendix B: Developing a scope of work	16
Appendix C: Developing a budget table.....	17
Appendix D: Tips related to contractor bids	18
Appendix E: Eligible and ineligible costs	19
Appendix F: Application Instructions	27
Appendix G: Contract Template Boilerplate	30
Appendix H: Securitization Requirements.....	52
Appendix I: Lease Requirements	54
Appendix J - Application Questions.....	55
Appendix K: Glossary	64

Introduction

This Notice of Funding Opportunity serves as public notification that the Early Learning Facilities (ELF) program at Department of Commerce is offering a competitive grant opportunity to early learning and child care providers in Washington for both expansion and maintenance projects.

The Early Learning Facilities (ELF) program assists intended Early Childhood Education and Assistance Program (ECEAP) [contractors/subcontractors](#) and intended Working Connections Child Care (WCCC) providers to sustain, expand, remodel, purchase, or construct early learning facilities and classrooms necessary to support early learning opportunities for children from low-income households.

Partners in the ELF program include the Department of Commerce, the Department of Children, Youth, and Families, the Office of Superintendent of Public Instruction, Washington Community Reinvestment Association, Enterprise Community Partners, Craft 3 and the Early Learning Facilities Advisory Group.

Please **sign up** (subscribe) for updates on the [WA Department of Commerce Early Learning Facilities website](#) to be notified automatically about this and future Early Learning Facilities grant opportunities. Also, monitor the website for posting of the program documents under "Program Guidelines" and "2025-2027 Eligible Organizations Competitive Grant" in late spring/early summer 2025.

Potential applicants are responsible for reviewing the Program Guidelines located on the [Early Learning Facilities website](#) and the [Early Learning Facilities Toolkit](#) (at the bottom of the webpage) for this funding round prior to submitting an application.

[Instructions](#) for successfully completing the grant application, as well as the [grant application questions](#) for reference, are located as attachments at the end of this document.

Subscribe

To sign up for updates about Community Capital Facilities or to access your subscriber preferences, please enter your contact information below.

✳Email Address

Submit

Definition of a Project

A 'project' is what we call the [capital work](#) the applicant proposes in their application. All capital work identified as a project must be different from all other capital work the applicant has previously received funding for either through a [direct appropriation](#) or [competitive award process](#).

All funding requests must be fully supported by contractor bids and/or documentation of proposed equipment costs.

When an "[Early Learning Facility](#)" provider, as described by [RCW 43.216.010](#) or [RCW 43.31.565](#) has or will establish a business in a commercial space, the ELF "project" may be:

- A Pre-design Only Grant;
- A Pre-Development Only Grant;
- Renovation
 - New construction of an entire facility, a phase of a facility, classroom, a unit or wing of a facility, a floor in a building, or any sub-compartment of a commercial building where early learning services are provided; or
 - Renovation of an entire facility, a phase of a facility, a classroom, a unit or wing of a facility, a floor in a building, or any sub-compartment of a commercial building where early learning services are provided;

○ Acquisition

- Purchase of a facility or land on which improvements are made to meet DCYF licensing standards

In all cases, the “project” must result in a licensable, certified, or certified for payment only early learning facility site that expands or maintains classroom space for children to participate in the [Early Childhood Education and Assistance Program \(ECEAP\)](#) and/or [Working Connections Child Care \(WCCC\)](#), and all intended slot increases must be within licensable limits, per DCYF.

- When a “[Family Home Early Learning Program](#)” provider, as described by [RCW 43.216.010](#)) has or will establish a business in their home, the ELF “project” may be:
 - New construction of space for early learning services that is either attached or detached but on a single lot/address from the single-family residence of the grant awardee. The land upon which the new structure is built must already be owned by the awardee. Cost of the land is not eligible for reimbursement.; or
 - Renovation of a single-family home owned by the grant awardee or leased with a ten-year lease with permission by the property owner to make renovations. Costs may be prorated, depending on type of work being completed. Costs must be directly related to only the early learning services space in the home being renovated. We do not reimburse for renovation costs caused by [deferred maintenance](#) or emergency repairs, with the exception of the maintenance funding category on the application.

In all cases, the “project” must result in a licensable, certified, or certified for payment only early learning facility early learning facility that expands classroom space for children to participate in the [Early Childhood Education and Assistance Program \(ECEAP\)](#) and/or [Working Connections Child Care \(WCCC\)](#), and any intended slot increases must be within licensable square footage of the facility, per DCYF.

Competitive process best practices

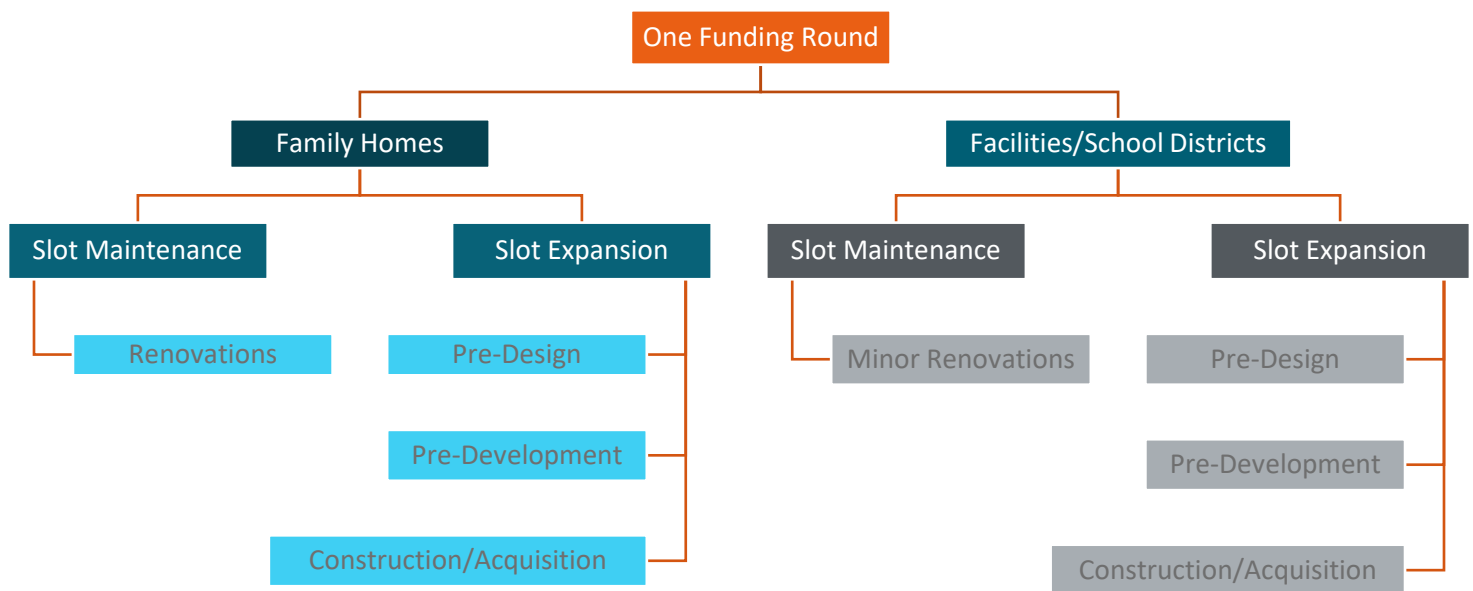
The Early Learning Facilities (ELF) Program adopts these elements as best practices for our competitive processes.

- Public notice is provided for all competitive solicitations using [Commerce’s public website](#).
- Notification of each funding round is provided through the GovDelivery system to interested parties that have signed up (subscribed) for communications through the [Commerce ELF website](#).
- A review panel external to the Department of Commerce will score the application questions **and** make recommendations for or against funding the submitted project(s). Department of Commerce staff does not score the applications.
- All reviewers electronically sign conflict, bias and confidentiality statements in the online application portal, ZoomGrants, prior to evaluating submissions.
- A question and answer webinar will be provided at funding round opening in late summer/early fall 2025.
- A frequently asked question and answer document will be provided, following the webinar on the Early Learning Facility website.
- A clear and transparent debrief process will be provided to applicants in the form of a webinar following the notifications of successful and unsuccessful applicants.
- If there are additional funds made available by the legislature in a supplemental budget, or if initial awardees return their funds, offers of funding may be made to the next highest scoring project on the ranked application list.

Funding round categories

This funding round combines two previous funding round types, child care expansion and child care maintenance, so that an application opportunity for either project type is not missed. Public School Districts may apply for maintenance only projects for this round. There is a Public Schools expansion round which occurs in even years.

The following organizational chart can assist in determining which category of funding, either slot maintenance or intended slot expansion, is most applicable for your project:

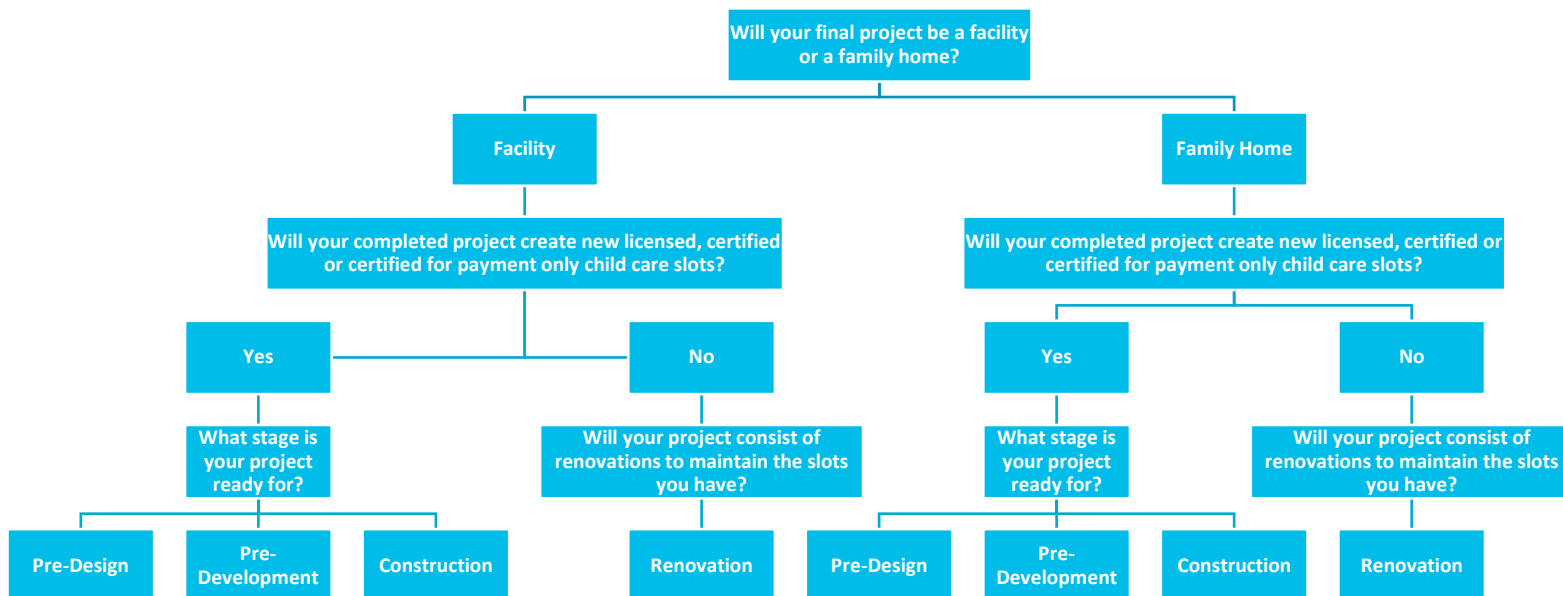


Selection of appropriate funding type

The following organizational chart will help each potential applicant decide which funding subcategory is most applicable for a project.

Expansion projects have three sub-categories of project funding: Pre-Design, Pre-Development and Construction. For the expansion projects, the Construction category includes renovations.

Maintenance projects only have one category of funding: Renovation.



Take a quick survey to help determine the most appropriate funding category for which to apply.



Use your cell phone camera to scan this QR code and take the survey to help determine which of the funding sources is most appropriate for your Early Learning Facilities Project.

Expansion category definitions

The following are eligible activities per [RCW 43.31.577](#)

Pre Design

Definition:

Secure professional services to plan for and assess the [feasibility](#) of early learning facilities projects or receive other technical assistance to design and develop projects for construction funding.

Example:

Conduct a feasibility study for creating a new child care facility

Pre-Development

Definition:

Activities to advance a proposal from planning to major construction or renovation.

Example:

Early learning facility site preparation and architecture & engineering work

Construction and Acquisition

Definition:

Create new or expand existing early learning facilities

Example:

Purchasing and/or renovating a facility to open a new or expand an existing child care facility

Idea Phase

Planning Phase

Construction Phase

Maintenance category definitions

The following are eligible activities per [RCW 43.31.577](#)

Maintenance

Definition:

Renovations to a facility for enhanced health and safety without the expanded capacity requirement

Example:

Replacement of playground landing zone, fence repair, or hazardous tree removal

Planning and Construction

Project Development Assistance

For applicants who are unsure which funding round or category is the best suited for their project, we are providing Project Development slides for assistance in determining the appropriate path in their project development:

[English Project Development Slides \(PDF\)](#)

[Spanish Project Development Slides \(PDF\)](#)

[Somali Project Development Slides \(PDF\)](#)

Funding Availability

Since 2017, the Legislature has appropriated funds for the Early Learning Facilities Program. The amounts change with each biennial budget. Once the biennial budget is signed, the amount available for this funding round will be on the ZoomGrants application once the funding round is open.

The following are the minimum request limits per category. Although there is no limit for the maximum amount requested, the amount requested must be 100% supported by real estate comparables, equipment estimates by vendors, and/or bids by licensed/bonded/insured contractors. Bids and estimates must be uploaded to ZoomGrants at the time of application submission.

CATEGORY	MINIMUM	MAXIMUM
Pre-design	\$10,000.00	\$ None
Pre-development	\$20,000.00	\$ None
Renovations (Maintenance)	\$20,000.00	\$ None
Construction/Acquisition*	\$200,000.00	\$ None

*PLEASE NOTE: NO MORE THAN 75% OF ACQUISITION OF PROPERTY COSTS MAY BE COVERED BY GRANT FUNDS. THE REMAINDER IS PROVIDED BY THE GRANTEE. ACQUISITIONS APPLY TO FACILITIES ONLY. GRANT FUNDS MAY NOT BE USED TO ACQUIRE RESIDENCES.

Anticipated Funding Timeline

Estimated Timeline** (All Local Pacific Time)	Activity
September 1, 2025, 7:00 AM	Application opens
October 31, 2025, 5:00 PM	Application Deadline (no late or incomplete applications accepted – no exceptions)
November - December 2025	Application Review and Scoring Process Timeline
January 2026	Awarded applicants selected
February – March 2026	Awards announced Successful and unsuccessful applicants notified Unsuccessful application debriefing period

**Commerce reserves the right to adjust timelines as needed to meet programmatic requirements. Applicants assume the responsibility for checking the Early Learning Facilities [website](#) for updates.

Tips for Submitting an Application

- ONLY applications and documents supporting the application submitted through [ZoomGrants](#) will be accepted. No mailed hardcopy or emailed applications or documents will be accepted.
- Answers to application questions are automatically saved by the [ZoomGrants](#) website-based application system after each response.
- ZoomGrants is in English only; however, the application questions are in this Notice of Funding Opportunity as [Attachment J](#) and this document is translated into Spanish and Somali on the [Early Learning Facilities website](#).
 - You can complete the application in multiple sessions if needed as the application progress will be retained until you choose to submit.
 - Applicants will receive a notification from the [ZoomGrants](#) system when the final application is successfully submitted.
 - Applicants should contact [ZoomGrants](#) directly if no email is received.
- The application questions in this document may appear visually different than in ZoomGrants, but the content is the same.
- Submit only one application per early learning facility, whether expansion or maintenance
 - Each application site may have multiple eligible projects within a site
- Responses to all questions are required.
 - ZoomGrants will not allow submission of incomplete applications.
- Please review the questions provided in [Attachment J](#) and prepare clear and concise responses prior to entering the information in [ZoomGrants](#).
- When answering questions, please be as accurate as possible and provide exactly what is being requested.
 - Assume the person reading and scoring the application does not know about your project. You must answer all applicable questions pertaining to your grant request.
- **Please do not provide facility or program background information in the Scope of Work section** of the application. If you feel the need to provide facility and program background information that support specific populations served outside the Scope of Work, you may do so as an attachment on the Documents Tab in ZoomGrants. **The Scope of Work is for the planning, execution, and end-result details of the project only.**
- Applications that do not include required documentation are considered incomplete and may not be forwarded for review.
- Upload and attach “Required” and “Required as Applicable” documents as indicated in the tabs of the application.
 - If leased, a lease must be attached to the application that meets the programmatic requirements.
 - See [Appendix I](#) for requirements
 - A Deed or Statutory warranty deed are used to prove ownership. **Mortgage statements are not accepted.**

- Please **do NOT wait until the last day to submit the application**. Increased internet traffic on ZoomGrants on the last couple of days prior to the deadline may cause a slowdown in saving and submitting the application. **Applications must be received in the ZoomGrants system by 5:00 PM on October 31, 2025.**

No late applications will be accepted for any reason.

Project readiness and feasibility

Projects must be "shovel ready" to be eligible for scoring for renovation and construction projects.

"Shovel Ready" includes the following:

- Bids or estimates are obtained and uploaded to the application
- Zoning (as applicable) is approved with date (or anticipated date) of approval in the application
- Long term Commercial or Residential leases (if leased) are in place and uploaded to the application
- Leased property has written approval for modifications to the property and documentation uploaded to the application
- All leases must demonstrate a rental term of a ten-year commitment starting from the anticipated date of project completion opening and the application may not be scored if this requirement is not met
- Project feasibility has been completed and the site can be licensed as an early learning facility (for construction project) and documentation of coordination with DCYF has been uploaded to the application
- All project funds other than the grant, as applicable, have been secured and documented and uploaded to the application
- Project will be completed within the designated timeframe and documented on the application

Misrepresentation

Any organization that presents false or misleading information in their application, pre-contracting documentation, or in their final grant agreement will be disqualified and any awarded funds will be rescinded. Commerce shall not contract with or reimburse parties other than the applicant/awarded entity.

Application Review Process

Commerce ELF team members will conduct initial application screening for project eligibility and project readiness. Only complete applications meeting the minimum programmatic requirements will proceed to the external review panel for scoring.

The external review panel is made up of subject matter experts outside of Commerce Early Learning Facilities who will review and score the applications. The reviewers will also cast a vote after scoring for or against recommending the project for funding based upon the application as a whole.

The application scores from all of the reviewers will be exported from ZoomGrants then sorted by points and votes. The highest scoring projects with a majority of votes in favor of recommending funding will be ranked in this order in each funding category. Projects will then be selected in order of scoring and votes, per category, until the funding runs out. The final list of potential awardees will be sent to the Advisory Group and Commerce leadership for approval prior to award notifications being sent.

Commerce reserves the right to rescind the award for awardees who have not demonstrated any activity toward meeting the precontracting requirements six months from the date of the award letter.

Unsuccessful Application Debrief

This program is highly competitive, with only a fraction of applicants being awarded with the available funding. ***Applying for a grant does not guarantee funding.***

Debriefing appointments may be scheduled upon request. Depending on the number of requests, there may not be time for individual appointments. If numerous requests, there will be group debriefing sessions. Translators may be available for Spanish and Somali upon request.

The dates and times for the debriefing appointments will be posted on the [Early Learning Facilities website](#).

All available funding is distributed at the time of scoring to successful applicants. Award decisions are final.

Confidentiality

Although documents provided in a competitive grant process are generally subject to public disclosure, [RCW42.56.640](#) and [RCW42.56.645](#) operate to exempt from inspection “sensitive personal information of vulnerable individuals and sensitive personal information of in-home caregivers for vulnerable populations.” This includes names, addresses, global positioning system (GPS) coordinates, telephone numbers, email addresses, social security numbers, driver’s license numbers, or other personally identifying information.

Any information in the proposal that the applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the applicant is making the claim must be cited. Each answer to an application question or page of supplemental information provided that contains the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information.” This identification should be printed on the lower right-hand corner of the page for supplemental information and in the right-hand corner of any answer provided to a question in the application. A document should be uploaded into the documents section of your application identifying all application questions and supplemental information that the applicant has indicated as Proprietary Information and the particular exemption citation. 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 applicant has marked as “Proprietary Information,” Commerce will notify the applicant of the request and of the date that the records will be released to the requester unless the applicant obtains a court order enjoining that disclosure. If the applicant fails to obtain the court order enjoining disclosure, Commerce will release the requested information on the date specified. If an applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the Public Records Act [Chapter 42.56 RCW](#), or other state or federal law that provides for nondisclosure, Commerce shall maintain the confidentiality of the applicant's information per the court order.

Sharing Information with other public entities

Commerce may share application information, submitted through our application process, with other public entities that fund capital, operating or services associated with Early Learning facilities. If an applicant receives an award from Commerce, and we have shared that applicant’s information with another public entity, this does not guarantee, nor should it be taken as an offer of funding from any other public entity. As well, if an applicant receives an award for funding from a public entity that Commerce shared application information with, this is in no way to be taken as an award from Commerce.

Disclaimer

The ELF Program reserves the right to revise all funding program guidance documentation at its sole discretion. If so, updated information will be published on the [Community Capital Facilities - Early Learning Facilities webpage](#). Be advised that numbers for application questions and order of questions, as outlined in this NOFO, may change in the actual ZoomGrants online application.

Commerce reserves the right to edit the Program Guidelines and Notice of Funding Opportunity as needed, with current versions available on the [Commerce ELF website](#).

Appendix A: Technical Assistance

Application Process

For general questions related to this funding round, contact earlylearningfacilities@commerce.wa.gov

LIVE Technical Assistance Office Hours on Zoom

Commerce Early Learning Facilities (ELF) experts will have set open Office Hours on Teams during the open application period to provide clarifying information for the application process.

- Hours of the sessions will be posted on the [Early Learning Facilities website](#) prior to the application period opening.
- Please read the Program Guidelines and this Notice of Funding Opportunity on the [Early Learning Facilities website](#) prior to entering a session, as most questions are addressed in these documents.
- Both day and evening sessions will be provided.
- The sessions will start and end on time. If time runs out before all questions are answered, you may connect at a future session or email earlylearningfacilities@commerce.wa.gov.
- Written questions may be submitted to earlylearningfacilities@commerce.wa.gov at any time during the application period. Please allow up to two business days for a response.
- ELF Team members can explain what the questions mean but will not be able to inform applicants what to put in as responses.
- All of the application questions are in the last attachment of this document.

Child Care Business Feasibility Estimator

Washington STEM is providing a tool to assist child care providers investigate different business approaches. The Estimator is designed to help potential child care business owners understand the likely costs, revenues, and feasibility for their child care business idea. Click here to access the tool: <https://washingtonstem.org/child-care-business-feasibility-estimator/>

Language Assistance Available

(English) The Imagine Institute is available to provide language assistance in the applicants preferred language. Please contact The Imagine Institute at 206-492-5249 or email CCSG@imaginewa.org.

(Spanish) El Imagine Institute está disponible para brindar asistencia lingüística en el idioma preferido de los solicitantes. Comuníquese con The Imagine Institute llamando al 206-492-5249 o envíe un correo electrónico a CCSG@imaginewa.org

(Somali) Waxay Imagine Institute diyaar kuula tahay in ay bixiso caawimaad luuqadeed codsadayaasha arjiga luuqada ay doorbidayaan. Fadlan la Xariir Imagine Institute ee 206-492-5249 ama email CCSG@imaginewa.org

Note: Official grant applications, contracting processes and reimbursement processes are all in English only.

Local Area Chambers of Commerce Assistance

The Chambers of Commerce in many local areas may be able to provide assistance with the application, pre-contracting, and reimbursement documents and processes.

Please contact the local Chamber of Commerce in your area for more information.

Click this link to find the Chamber of Commerce in your area:

<https://www.uschamber.com/co/chambers/washington>

Small Business Resiliency Network

Partners of the Small Business Resiliency Network (SBRN) provide culturally and linguistically relevant assistance and other business support services at no cost to entrepreneurs, small businesses and non-profits – with an emphasis on those owned by historically marginalized and underserved persons – throughout Washington.

Select this link for the interactive map for assistance in your area:

<https://www.commerce.wa.gov/serving-communities/small-business-resiliency-network/>

ZoomGrants

For questions related to the ZoomGrants site or functionality, please contact ZoomGrants directly

- [Online](#)
- Phone: 866-323-5404 extension #2
- [How-To Guide for Applicants](#) provided by ZoomGrants

Appendix B: Developing a scope of work

The best scopes of work focus on the specific project in the application. The scope indicates how the project meets the intent of the program, how the project will support the community the facility will serve through increased ECEAP and/or WCCC, and actions taken or planned to demonstrate project readiness. Be specific and concise so that the reviewer can find the important details to evaluate your project.

Provide a **SMART** Objective Statement: Specific, Measurable, Achievable, Relevant, and Time-bound

- Specific:
 - ABC Child care will expand service to subsidized children through the renovation of the current facility.
- Measurable:
 - An addition of 1,500 sf and remodeling of the current facility layout will result in the addition of 15 spaces to the current 30 private pay spaces, for a total of 45 children served. One third of the total spaces will be subsidized by either WCCC and/or ECEAP.
- Achievable:
 - All bids have been acquired, the architectural plans approved, and permits are on hand. Documentation of any non-state funds are provided. The budget has been provided on the appropriate tab and the projects are ready to go. Coordination tasks with DAHP related to Executive Order 21-02 are in progress, and licensing coordination for the addition is underway with DCYF.
 - Provide information on the status of becoming an ECEAP program and what information the applicant has obtained regarding the need for subsidized care (WCCC) in the applicant's community (geography).
- Relevant:
 - This project meets the intent of the Early Learning Facilities Program by increasing intended subsidized child care slots (ECEAP and/or WCCC) in the community.
- Time-Bound:
 - ABC child care will plan on starting the project no earlier than the date on the award letter and will complete the project by 7/15/2026.

After the objective statement, the applicant may provide supplemental information about the project, such as updating a commercial kitchen, adding an infant room, additional restrooms, reception area, etc.

Appendix C: Developing a budget table

This is an example from a ZoomGrants application showing how to complete the budget table. Be sure to use the specific budget information from the project being referenced on the application.

The contract budget will be developed based upon what is provided in the grant application. Project details provided in the application may be required in the contract if awarded. If in-kind or non-state contributions are indicated on the application, then those will also be required on the contract.

Budget	
Sources of Funds	Column #1
Early Learning Facilities Grant Amount Requested	USD\$ 1,000,000.00
Downpayment	USD\$ 600,000.00
Small Business Administration Loan	USD\$ 1,600,000.00
Heritage Bank Loan	USD\$ 1,800,000.00
Reserves	USD\$ 134,431.00
Total	USD\$ 5,134,431.00
Uses of Funds	Column #1
Acquisition Costs	USD\$ 4,038,000.00
Planning & Design	
Architecture & Engineering	
Construction Management	
Construction Costs	USD\$ 995,850.00
Equipment	
WA State Sales Tax	USD\$ 100,581.00
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
Total	USD\$ 5,134,431.00

Appendix D: Tips related to contractor bids

Tips

- Obtain bids that meet the intent of the project
- Bids may not be from family members or appear to provide any financial benefit to the applicant
- Bids must be from licensed, bonded, and insured contractors
- Commerce is unable to make recommendations for contractors
- **Contractors must pay their employees [state prevailing wage](#)**
- Bids must be from an identifiable contractor on official letterhead
- Bids should have a date through which the bid amount will be honored
- Bids must consider potential cost escalation or increase in labor or materials through the anticipated project end date
- The total of the bids and estimates must fully support the amount of grant funds being requested

Items to Expect to See in Appropriate Contractor Bids

- The scope of work must be in alignment with the scope of work in the grant application
- A cost estimate should include **reasonable** potential material or labor cost increases
- **A cost estimate must address state prevailing wage**
- List of materials to complete the job with associated prices
- Project timeline and suggested work schedule
- Terms and conditions for the project

Eligible Equipment Estimates

- May be advertisements from commercial vendors
- May not be consumable or related to operating costs

[See Appendix E for Eligible and Ineligible Costs](#)

Appendix E: Eligible and ineligible costs

Expansion Funding

The following are examples of eligible and ineligible costs. For questions related to cost eligibility, email earlylearningfacilities@commerce.wa.gov.

	EXPANSION PROJECT COSTS *PROJECTS THAT EXPAND CHILD CARE CAPACITY FOR THE EARLY LEARNING PORTION OF THE FACILITY ONLY	
	ELIGIBLE	INELIGIBLE
PRE-DESIGN ONLY	Technical/program studies	Comprehensive or master plans
	Architectural/ engineering	Historical or archeological research
	Designs/schematics	Maintenance planning
	Environmental/hazard assessments	In-house project management or labor
	Mitigation or feasibility studies	Public relations or advertising
	Archaeological or historic surveys	Travel costs or lodging
	Geotechnical reports	
	Construction cost analysis	
	Land use applications	
	Outside consultant services	
	Sustainability assessment	
	Public capital facilities fees	
PRE-DEVELOPMENT	Limited legal expenses (check with assigned Program Manager in advance for eligibility)	Routine maintenance of land improvements, repairs or resurfacing of existing roads, structures, equipment, or systems
	Limited construction management	Onsite management and/or supervision of the work site and workers
	Limited carrying or holding costs associated with financing for acquisition and construction loans	Off-site consultants, grant writers, employees of the grantee (unless solely hired for specific on-site construction management)

ACQUISITION	Costs directly associated with the acquisition of the facility (up to 75% of the purchase price of property from the grant - CCF rule)	Vacant land without any capital improvements or property where the existing structure is to be demolished with no capital improvements
	Appraisal fees, fees associated with a Purchase and Sales Agreement	Loan or transfer fees/interest, financing costs, real estate taxes, holding or carrying costs, finance fees, real estate/property taxes; Unpredictable or unusual legal expenses (other than those associated with land acquisition) which are not ordinarily provided in the budget for a capital project" are not allowed.
	Title opinions/ insurance, surveying fees, limited legal expenses, escrow and recording fees, land and improvement costs, appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record with an extended term, related legal expenses	Agency administrative costs related to capital budget development, capital facility development, long-range budget planning and policy initiatives; unpredictable or unusual legal expenses (other than those associated with acquisition) which are not ordinarily provided in the budget for a capital project.
BATHROOMS	Permanently affixed storage solutions	Bathtubs or showers (if part of a project where there are eligible items, eligible items must be invoiced and separately from the grant)
	Renovations for right sizing, lighting, flooring, paint, plumbing fixtures where a project is expanding capacity	Any bathroom construction not expressly being used for the children being served
	Replacement of electrical wiring and outlets to ensure bathroom safety	Garbage cans or any furnishings that are not permanently affixed
	New construction of bathrooms to be used expressly by children being served	Costly upgrades to current bathroom(s) - (similar quality for renovation, repair, or replacement only)
GENERAL CONSTRUCTION	Mitigation/impact fees	Any cost not expressly indicated in the scope of work
	Public capital facility fees and permits	Improvements to areas other than those specifically used for childcare
	Taxes on project goods and services	Insurance Premiums related to the grant requirements

	Construction Management or Project Management Fees (not employed by grantee and limited to 4%, with a maximum of \$50,000)	Deposits on any work or materials
	Demolition/site preparation/clean-up	Emergency repair costs (fire, flood, or other costs not covered by insurance)
	Erosion control	Routine or deferred maintenance, (Ex. collapsing fences, leaking roofs, paint, and other items that could be maintained on a regular basis)
	Project Equipment/utilities	Temporary facilities or moving equipment within or between facilities
	Construction labor/materials, including paint, plumbing fixtures, and electrical wiring, etc.	Consultants or grant writers
	Driveways/parking lots	Grantee employees/payroll
	Equipment as a permanent part of the structure (HVAC, elevator, etc.)	
	Facility-specific equipment/assets with a minimum lifespan of 5 years	
	Information Technology infrastructure	
	New Construction	
	Building Security and Infrastructure	
	Activities related to Executive Order 21-02: Archeological and historic structure survey, consultation, and consultant services	Non-project specific tasks associated with regulation and policy development, contract development, interagency initiatives, or legislative oversight
	LEED certification fees as part of a construction project	Non-project specific tasks associated with overall general comprehensive planning for facilities and infrastructure, the identification and prioritization of capital projects and the preparation of agency capital requests. The provision of emergency services and infrastructure management
	Roofing construction structure and materials	Deferred roof maintenance
KITCHEN/UTILITY	Permanently affixed cabinets and storage, mop or utility sink	Addition of a kitchen where there is no expanded capacity

	Major Appliances (range hood, stove, oven, built in microwave, refrigerator, dishwasher, washer/dryer, HVAC) with a seven-year minimum life expectancy	Small or or portable appliances; Appliances not specifically for the use or the childcare
	Addition or remodel of a kitchen where there is expanded capacity	Routine maintenance of land improvements
	Food preparation and serving equipment with a minimum of a five year life expectancy	Costly upgrades to current kitchen - (similar quality for renovation, repair, or replacement only)
	Hygienic countertops or other improvements (new materials must be of similar quality to those being replaced)	
FURNISHINGS	Cordless blackout window treatments affixed to the building	Portable storage or storage not permanently affixed
	Permanent fixtures, accessories, storage solutions with a 5 year lifespan	Bedding, towels, stand-alone organizational systems, signage, stand-alone lighting, electronics, software, cloud based IT products or service agreements, educational materials, artwork, or anything related to day to day operations
	Child sized furniture and equipment: carpeted areas and area rugs, and upholstered furniture	Full sized living furniture (couches, etc.); toys, stuffed animals, or pillows
OPERATING COSTS	Fidelity insurance premiums in excess of \$1,000,000	Lease/mortgage payments, cable/satellite, office equipment, maintenance, salaries, vehicles, insurance, or any cost associated with facility operations
	Notary costs for grant securitization documents	Consultants or grant writers
		Grantee employees/payroll
OUTDOOR SPACE	Fencing	Vehicle charging stations
	Play surface for safety	Landscaping for aesthetics
	Right sized play equipment	Portable shed or storage
	Landscaping for play area (grass seed or sod)	Portable toys (not installed/permanent)
	Permanent shed for outdoor storage	Pools or water features

	Educational or manipulative equipment	
	Shade structures	
	Hazardous tree removal	
SAFETY	Any Americans with Disabilities Act (ADA accessibility modifications)	Accessibility accommodations that are not compliant with the ADA
	Fire suppression system	
	Carbon monoxide detectors and smoke detection systems	
SECURING THE GRANT (SECURITIZATION)	Title options	
	Title transfer taxes	
	Related eligible legal expenses	
	Title insurance	
	Title recording	
	Closing costs	

Maintenance Funding

The following are examples of eligible and ineligible costs. For questions related to cost eligibility, email earlylearningfacilities@commerce.wa.gov.

	MAINTENANCE PROJECT COSTS *PROJECTS THAT DO NOT EXPAND CHILD CARE CAPACITY COSTS ARE RELATED TO THE EARLY LEARNING FACILITIES PORTION OF PROPERTIES ONLY	
	ELIGIBLE	INELIGIBLE
Pre-Design Only	Pre-Design activities are not eligible for Maintenance Projects	
Pre-Development	Pre-Development activities are not eligible for Maintenance Projects	
Acquisition	Acquisition activities are not eligible for Maintenance Projects	
Bathrooms	Permanently affixed storage solutions	Bathtubs or showers (if part of a project where there are eligible items, eligible items must be invoiced and separately from the grant)
	Renovations for right sizing, lighting, flooring, paint, plumbing fixtures where a project is not expanding capacity	Any bathroom renovation not expressly being used for the children being served
	Replacement of electrical wiring and outlets to ensure bathroom safety	Garbage cans or any furnishings that are not permanently affixed
		Costly upgrades to current bathroom(s) - (similar quality for renovation, repair, or replacement only)
General Construction	Mitigation/impact fees	Any cost not expressly indicated in the scope of work
	Public capital facility fees and permits	Improvements to areas other than those specifically used for childcare

Taxes on project goods and services	Insurance Premiums related to the grant requirements
Construction Management or Project Management Fees (not employed by grantee and limited to 4%, with a maximum of \$50,000)	Deposits on any work or materials
Demolition/site preparation/clean-up	Emergency repair costs (fire, flood, or other costs not covered by insurance)
Erosion control	Routine or deferred maintenance, (Ex. collapsing fences, leaking roofs, paint, and other items that could be maintained on a regular basis)
Project Equipment/utilities	Temporary facilities or moving equipment within or between facilities
Construction labor/materials, including paint, plumbing fixtures and electrical wiring, etc.	Consultants or grant writers
Driveways/parking lots	Grantee employees/payroll
Equipment as a permanent part of the structure (HVAC, elevator, etc.)	Removal of load bearing walls, structural improvements (including foundation)
Facility-specific equipment/assets with a minimum lifespan of 5 years	New construction or addition of licensed square footage
Information Technology infrastructure	
Window replacement	
Building Security and Infrastructure	
Activities related to Executive Order 21-02: Archeological and historic structure survey, consultation, and consultant services	Non-project specific tasks associated with regulation and policy development, contract development, interagency initiatives, or legislative oversight
LEED certification fees as part of a construction project	Non-project specific tasks associated with overall general comprehensive planning for facilities and infrastructure, the identification and prioritization of capital projects and the preparation of agency capital requests. The provision of emergency services and infrastructure management

	Roof and/or siding repair (roof replacement is pro-rated for the area of the child care area)	Entire roof replacement; siding replacement
Kitchen / Utility	Permanently affixed cabinets and storage, mop or utility sink replacement (plumbing must already exist)	Small or or portable appliances
	Major Appliances (range hood, stove, oven, built in microwave, refrigerator, dishwasher, washer/dryer, HVAC) with a seven-year minimum life expectancy	Appliances not specifically for the use or the childcare
	Hygienic countertops or other improvements (new materials must be of similar quality to those being replaced)	Costly upgrades to current kitchen - (similar quality for renovation, repair, or replacement only)
	Flooring (new materials must be of similar quality to those being replaced)	Routine maintenance of land improvements
	Renovation of a kitchen where there is no expanded capacity (new materials must be of similar quality to those being replaced)	
Furnishings	Cordless blackout window treatments affixed to the building	Portable storage or storage not permanently affixed
	Permanent fixtures, accessories, storage solutions with a 5 year lifespan	Bedding, towels, stand-alone organizational systems, signage, stand-alone lighting, electronics, software, cloud based IT products or service agreements, educational materials, artwork, or anything related to day to day operations
	Child sized furniture and equipment: carpeted areas and area rugs, and upholstered furniture	Full sized living furniture (couches, etc.); toys, stuffed animals, or pillows
Operating Costs	Fidelity insurance premiums in excess of \$1,000,000	Lease/mortgage payments, cable/satellite, office equipment, maintenance, salaries, vehicles, insurance, or any cost associated with facility operations

	Notary costs for grant securitization documents	Consultants or grant writers
		Grantee employees/payroll
Outdoor Space	Fencing	Vehicle charging stations
	Play surface for safety	Landscaping for aesthetics
	Right sized play equipment	Portable shed or storage
	Landscaping for play area (grass seed or sod)	Portable toys (not installed/permanent)
	Permanent shed for outdoor storage	Pools or water features
	Educational or manipulative equipment	
	Shade structures	
	Hazardous tree removal	
Safety	Any Americans with Disabilities Act (ADA accessibility modifications)	Accessibility accommodations that are not compliant with the ADA
	Carbon monoxide detectors and smoke detection systems	Installation or replacement of safety systems that require structural changes to the roof or load-bearing walls.
Securing the Grant (Securitization)	Title options	
	Title transfer taxes	
	Related eligible legal expenses	
	Title insurance	
	Title recording	
	Closing costs	

Appendix F: Application Instructions

All applications for the 2025-2027 biennium are required to be completed electronically through [ZoomGrants](#).

All of the application questions are in [Appendix J](#) so that responses can be prepared in advance to completing the application in ZoomGrants.

The link to the application will be on the [Early Learning Facilities website](#) prior to the opening of the application period, but will not be accessible until the application period opens.

Applicants will need to create a ZoomGrants account to apply. Previous applicants can use their previous login information.

Hard copies will not be accepted. Applications must be received by ZoomGrants no later than the specified deadline. Application responses in ZoomGrants are saved automatically.

The application is divided into multiple sections and organized visually by tabs:

Summary tab

This section includes basic information concerning your organization and proposal, including contact information and other pertinent data. This section must be completed in its entirety.

Application questions tab

Please answer thoroughly and to the best of your ability. Provide as much information about the project as possible while being clear.

Budget tab

When completing your project budget, please include only eligible capital costs for this grant program (see Eligible Costs section). Include grant-funded and non-state funded budget items. Do not include any ineligible costs such as operating expenses.

Documents tab

The Documents tab of the application is where you will upload the documents required or requested for the application. Download required documents on your computer, complete them, and then upload to ZoomGrants using the “Upload” button provided. All documents required for your project must be completed and submitted with the application.

All requested funds need to be fully supported by the following, as applicable:

- Construction bids from contractors
- Equipment estimates from vendors
- Real estate comparables for acquisition
- Site control documentation
- Non-state funds contributions documentation, as applicable
- Photos of the site prior to the start of the project are required as a portion of the attachments
- Other required documents as indicated on the application

Proof of site control must be in the form of a long-term (minimum of ten years from the anticipated project completion date) lease (with written permission from the landlord to make improvements to the property) or deed (Deed of Trust or Statutory Warranty Deed).

Mortgage statements or tax bills are not acceptable proof of site control.

Failure to provide the requested documentation or providing inaccurate information will result in the proposal receiving fewer points or being disqualified.

Late applications will not be accepted for any reason, so please do not wait until the last day to submit.

Appendix G: Contract Template Boilerplate

The Special and General Terms and Conditions from the contract are provided here for review.

Pre-contracting requirements and securitization requirements, as applicable, must be completed prior submitting for reimbursement.

Commerce reserves the right to make minor edits to the following template language based upon the Office of Financial Management and the Office of the Attorney General.

ALTHOUGH THIS NOTICE OF FUNDING OPPORTUNITY IS TRANSLATED INTO OTHER LANGUAGES, THE ACTUAL CONTRACT AND ASSOCIATED LEGAL DOCUMENTS AND REIMBURSEMENT MATERIALS WILL BE IN ENGLISH ONLY.

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between [[COMVendorName]] and the Washington State Department of Commerce, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature created the Early Learning Facilities Grant and Loan Program in Engrossed Second Substitute House Bill 1777, Chapter 12, Laws of 2017, 65th Legislature, 2017 3rd Special Session, codified as RCW 43.31.565-43.31.583, and amended by Laws of 2021, Ch. 130 and Laws of 2023, Ch. 474, Sec. 8031; and

WHEREAS, the Washington State Legislature made an appropriation in Laws of (current biennial budget language will be inserted here)

(USE IF APPLICABLE, OTHERWISE DELETE) WHEREAS, the GRANTEE previously received funding for <<previous grant activities relating to current project>> and COMMERCE <<is administering or will administer>> the funding through Commerce Grant Number(s) <<insert grant number(s)>>.

(USE IF APPLICABLE, OTHERWISE DELETE) Additionally, the GRANTEE has received an appropriation for grant activities relating to current project in Laws_of, Section_Number, which has not yet been administered.

(USE OF APPLICABLE, OTHERWISE DELETE) WHEREAS, the Project is one component of a larger multiphase project, which will result in <<insert larger project outcome>>; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

GRANT MANAGEMENT

The Representative for each of the parties is identified on the Face Sheet of this Grant Agreement and shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

COMPENSATION

COMMERCE shall pay an amount not to exceed (contract amount for successful applicant inserted here) for the capital costs necessary for or incidental to the performance of work as set forth in the Attachment A (Scope of Work).

CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

Eligible Project expenditures prior to the execution of this Grant Agreement.

Cash dedicated to the Project.

Funds available through a letter of credit or other binding loan commitment(s).

Pledges from foundations or corporations.

Pledges from individual donors.

The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-State matching fund credit.

In-kind contributions, subject to COMMERCE's approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE'S review upon reasonable request.

STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the state and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects](#) website for more information.

SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations, for profit businesses, local governments, and public benefit corporations that involve the expenditure of over \$250,000 in state funds. The provisions may also apply to Tribes, depending on the location of the project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only may be exempt from this Section.

Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of

Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth in on the Face Sheet.

Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when the GRANTEE secures all applicable licenses and certifications to operate the facility improved or acquired with grant funds and when the facility is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.

GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:

Site preparation and improvements;

Permits and fees;
Labor and materials;
Taxes on Project goods and services;
Capitalized equipment;
Information technology infrastructure; and
Landscaping.

E. Other costs authorized through the legislation.

For Direct Appropriations and K-12 School District grants, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution but will not consider reimbursing for work performed prior to the capital budget (effective date for eligible costs for the applicable funding round inserted here) unless the Project's scope of work as approved by the legislature includes such work.

For competitively awarded projects, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution, but in no situation will reimbursement be made for work performed prior to the date specified in the program guidelines applicable at the time of Grant Agreement execution.

All work requesting reimbursement must fall into eligible expenditures. Please see the most recent version of the program guidelines for a complete list of eligible costs.

BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to (reimbursed at 100% unless the successful applicant commits to other documented funding on the application, in which case the reimbursement rate will be the amount of the grant divided by the total project cost) of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 14 (Reappropriation).

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE

agrees to continue providing complete Project Status Report updates to their COMMERCE Representative. These updates will be provided every 2 months until the Project is in operations.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete, and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy should be submitted with GRANTEE's final request for reimbursement. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy. The Certificate of Occupancy/evidence of completion should be submitted with GRANTEE's final request for reimbursement.

CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or

When final payment is made, and GRANTEE has certified that the Project will be completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

INSURANCE

Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington 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/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

Additional Insurance Requirements During the Term of the Grant Agreement

The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

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 Agreement but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/ subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

Loss or damage by fire and such other risks;

Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;

Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

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

The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.

Subgrantees/Subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.

Fidelity Insurance for Organizations with No Employees.

Notwithstanding Special Term and Condition 11(B)(4), the requirement for fidelity insurance described in that term is hereby waived as long as the GRANTEE does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, 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

Attachment C – Certification of the Availability of Funds to Complete the Project

Attachment D – Certification of the Payment and Reporting of Prevailing Wages

Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process to meet, or be exempt from, [green building standards](#)

Application as submitted by the GRANTEE for funding

Notice of Funding Availability

Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website (<https://www.commerce.wa.gov/building-infrastructure/capital-facilities/early-learning-program/>) drawing attention to the sections of the Guidelines that have been revised.

REDUCTION IN FUNDS

In the event that State funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

REAPPROPRIATION

The parties understand and agree that any state funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).

This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section, provided, however, that, any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the State pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). Payments shall be made to the to the state general fund, early learning facilities revolving account, or early learning facilities development account, as determined by COMMERCE. This repayment is in addition to any other remedies available at law or in equity.

CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the State pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). Payments shall be made to the to the state general fund, early learning facilities revolving account, or early learning facilities development account, as determined by COMMERCE. This repayment is in addition to any other remedies available at law or in equity.

MODIFICATION TO THE PROJECT BUDGET

Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.

The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.

Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.

Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

SIGNAGE, MARKERS AND PUBLICATIONS

Taxpayers of Washington State as participant in funding Project.

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "The is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:

any Project website or webpage that includes logos from other funding partners; and/or

any Project media or public information materials that include logos from other funding partners; and/or

On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with this Section 19(B).

HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

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 Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

STATUTORY COMPLIANCE

The statutory provisions governing the Early Learning Facilities Grant and Loan Program are currently codified as RCW 43.31.565 – 43.31.583.

The GRANTEE shall comply with all applicable statutory requirements of the Early Learning Facilities Grant and Loan Program as now existing or hereafter amended, including but not limited to RCW 43.31.575.

At the completion of the capital construction project, the GRANTEE must be an Early Childhood Education and Assistance Program (ECEAP) provider and/or a Working Connections Child Care (WCCC) provider or is working to become one. The GRANTEE must also be an active participant and in good standing with the Early Achievers program.

STATE LEAD-BASED PAINT

Projects involving remodeling, repairing or painting a residential property, or child occupied facility built before 1978 must employ a Certified Lead Renovation Firm, who must assign an Individual Certified Lead Renovator to lead the activities.

Option 1: The Awardee needs to ensure that they hire someone fully certified with Firm and

Individual Certifications (ask to see the contractor's certifications).

Option 2: The awardee can have their own Certified Lead Renovation Firm and Individual Certified Lead Renovator assigned to lead their project. (Reasonable cost of approx. \$275 to complete).

For technical assistance, contact the Lead-Based Paint Program at COMMERCE,

lbinfo@commerce.wa.gov or call (360) 586-5323.

TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

DEFINITIONS

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

"Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

"Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.

"COMMERCE" shall mean the Washington State Department of Commerce.

"Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

"GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.

"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.

"State" shall mean the State of Washington.

"Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The terms "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement 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.

ADVANCE PAYMENTS PROHIBITED

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

ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement or Amendment Face Sheet.

AMENDMENTS

This Grant Agreement 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. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

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.

ASSIGNMENT

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

ATTORNEYS' FEES

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

AUDIT

General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEES are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Department of Commerce

ATTN: Audit Review and Resolution Office

1011 Plum Street SE

PO Box 42525

Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and

Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

BREACHES OF OTHER STATE CONTRACTS

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

CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

“Confidential Information” as used in this Section includes:

All material provided to the GRANTEE by COMMERCE that is designated as “confidential” by COMMERCE; and

All material produced by the GRANTEE that is designated as “confidential” by COMMERCE; and

All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

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 Agreement 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 related 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 Agreement 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.

Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE’S discovery 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.

CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/ subcontractors (if any) must be identified individually by name, the agency previously or currently employed by job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement 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 that 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, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE 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 Agreement, 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 Agreement. 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 Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

DISALLOWED COSTS

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

DISPUTES

Except as otherwise provided in this Grant Agreement, 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 Agreement number; and

be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 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 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 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 Agreement 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.

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, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/ subcontract, contract, or agreement.

GOVERNING LAW AND VENUE

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

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, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE's agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

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 and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

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

INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement 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 associated with the Project will be solely with the GRANTEE.

INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (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 Agreement 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.

LAWS

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

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 Agreement.

LIMITATION OF AUTHORITY

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

LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, 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 subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant 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 Grant Agreement.

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

Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/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 subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/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, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/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.

PAY EQUITY

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

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;

GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

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; and/or

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; and/or

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 Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a 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.

PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

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.

RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

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

RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement 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 Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, 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 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

RIGHT OF INSPECTION

At no additional cost, 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 Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

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 Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

SEVERABILITY

The provisions of this Grant Agreement 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 Agreement.

SITE SECURITY

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

SUBGRANTING/SUBCONTRACTING

GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.

GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the 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. This clause does not include grants

of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. 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's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

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 Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors.

SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

TAXES

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

TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, 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 Agreement 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 Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, 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 Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (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 Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement 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 Agreement. 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 Agreement.

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

Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

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 Agreement that is not terminated;

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;

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;

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 Agreement had been completed, would have been required to be furnished to COMMERCE;

Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and

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 Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

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 Agreement, 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 Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

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 Agreement.

The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

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.

The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

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 Agreement unless stated to be such in writing and signed by the Authorized Representative of COMMERCE.

Appendix H: Securitization Requirements

The grant requires that the award secured through the execution of a Promissory Note which has repayment expectations should the commitment period not be met, this Note is secured by a Deed of Trust which is recorded and shows that Commerce has a Beneficial interest in the property and in some cases a Covenant, which restricts the use of the property for the commitment period to an Early Learning Facility. The documents will remain in effect until the commitment period of the contract has been satisfied. The process is as follows:

- Commerce will request that a title report be issued which reflects the ownership of the project site, the legal description and parcel identification along with other loans or encumbrances, liens, easements and matters of record which may affect the property. Title to the property must be clear of any unpaid property taxes or judgements.
- Securitization requires that the awardee own the property, be purchasing the property or have a long-term Commercial Lease agreement.
 - A monthly rental agreement on a residential home **does not meet** the requirement.
- If awardee is acquiring the property, the value of the property must meet or exceed the award amount. If the value of the property does not meet or exceed the award amount the awardee may be required to pay the difference plus the 25% down payment requirement.
 - The maximum amount paid by the grant at property closing is 75% of the grant amount awarded.
- Commerce will then draft the documents as describe above and send to awardee for review.
- Once review is complete the final documents will be sent for execution (signature) by the awardee at which time the executed (signed) Deed of Trust and/or Covenant will be sent to the title for recording.
- If awardee is operating as an LLC, Corporation or non-profit the title company will require that awardee provide letters of formation, operating agreements or by laws and a corporate resolution. Commerce or the title company will request these items, if required.
- If awardee begins construction ahead of receiving the award or funds the title company will require that indemnities and lien waivers be signed by the contractors doing the work. It is highly recommended that no work start before the contract and Commerce documents are executed.
- After the Note is delivered to Commerce and the Deed of Trust and Covenant are sent to the title company, title will record the Commerce Deed of Trust and Covenant with the county recorder. The original note does not get recorded but will need to be returned to Commerce.
- Awardee will then be issued an invoice from title for recording fees and the title insurance fees. The range of costs vary for recording pages being recorded; however, one can expect roughly a charge of \$300.00 per document being recorded. The title insurance is charged on a sliding scale. The higher the award, the higher the cost of title insurance. It is recommended that awardee prepare for this by visiting the title company website or calling for a quote ahead. Awardee may be reimbursed for these costs.

- Once Commerce receives the Note, recorded documents and the title policy, the securitization process is complete. Both the awardee and the program manager will receive an email from the securitization team that the process has been completed. No funds will be reimbursed without securitization completed.
 - The Note secured by the Deed of Trust will remain on the property for the commitment period. If the commitment period is not met and the property is sold, or the lease is terminated because the awardee desires not to fulfill the commitment awardee must notify the Department of Commerce. Expectation of repayment of the award as per the contract, note and deed of trust will be required.
- Commerce Real Estate and Development team walks the awardee through the entire process from start to finish. They also assist with requests for subordinations during the commitment period and reconveyance/release documents after the commitment period is fulfilled. For questions and technical assistance please email Securitization@Commerce.Wa.Gov.

Appendix I: Lease Requirements

The following items will be reviewed for programmatic compliance on all submitted leases. If a commercial and/or residential lease does not meet the requirements, the application may not proceed to scoring.

- The lease document must be on official and signed by the applicant and property owners.
- The length must be a minimum of ten years following the anticipated date the project is completed, certificate of occupancy (as applicable) is received, and the site open for use by the public.
- The person signing the lease and person renting the property cannot be same **OR** related to each other.
- The early learning portion of a property, if not the full property, must be clearly identified.
- A full legal description, including parcel number, must be provided and must match the address for the project on the application.
- The lease amount must be fair market value for the area.
- The termination clause must list reasons for termination and not a simple default "for any reason".
- Insurance must be maintained on the property, whether rented or owned, and must meet the requirements for property, liability, and fidelity, as required. If the landlord pays for the insurance, then coverage must be acquired for tenant improvements.
- The landlord must provide in writing permission to have the grantee make tenant improvements
- The landlord must allow for claims or liens on the property if the grant is over \$250,000.
- If acquisition of a leasehold estate, the buyer and seller should not be under the same ownership.

Appendix J - Application Questions

Here are the questions that will be in ZoomGrants. The visual appearance of the questions may be different than what is presented here.

IMPORTANT: All information contained in submitted applications are subject to public disclosure requests.

All Applicants:

- 1 What is the project site address (Street)
- 2 What is the project city?
- 3 What is the county of the proposed project?
- 4 What is the zip code of the proposed project?
(If no site confirmed, provide ONE zip code for the desired area)
- 5 At the completion of the project, what type of organization will the applicant be?
 - Licensed ECEAP child care providers (contractors or subcontractors)
 - Licensed child care providers intending to become ECEAP providers currently receiving state subsidies from eligible families (WCCC) (contractors or subcontractors)
 - Licensed child care providers receiving state subsidies from eligible families (WCCC)
 - Developers of housing and community facilities
 - Community and technical colleges
 - Educational Service Districts
 - Local governments
 - Federally recognized tribes in the state
 - Religious affiliated organizations
 - Public school districts (eligible for maintenance funding only for the this round, with eligibility for expansion with the public school district funding round as indicated in the timeline table)
 - Tribal Compact Schools (eligible for maintenance funding only for the this round, with eligibility for expansion with the public school district funding round as indicated in the timeline table)
- 6 I have read the Program Guidelines and Notice of Funding Opportunity for this funding round as posted to the Early Learning Facilities webpage.

Yes
No

- 7 I agree to comply with and abide by all applicable state statutes required by an ELF grant?
- Public Works Statutes (RCW 39.80 and 39.04)
 - Contractor paying at Prevailing Wage rates (RCW 39.12)
 - Apprenticeship (RCW 49.04)
- Yes
No
- 8 I understand that I must have and pay for Property Insurance, General Liability Insurance, and Fidelity Insurance to meet the grant requirements if my Project is awarded.
- Yes
No
- 9 I understand funds are provided by REIMBURSEMENT ONLY and that I must enter into a legal agreement (contract) with the Department of Commerce before any eligible costs can be requested for reimbursement.
- Yes
No
- 10 If awarded a grant of \$250,000 or more, I agree to the Commerce Real Estate Development Services (REDS) team securing the grant with real estate by a lien or other recorded method against the property for the ten-year commitment period.
- Yes
No
N/A - The request is less than \$250,000
- 11 I understand that if I do not meet the ten-year commitment period, I will be required to return funds at a pro-rated calculation based on the number of years remaining in the commitment period.
- Yes
No
- 12 I agree to provide documentation of all non-grant project funding to complete the project if the total project cost exceeds that amount of grant funding requested (if awarded).
- Yes
No

- 13 Specific to the site where the grant funds will be used, do you currently own or lease the property, and do you have a long-term commitment from the owner if you are leasing?
- Proof of ownership (Deed of Trust or Statutory Warranty Deed only) or a lease for minimum of a 10 years following project completion is required. If leased, written permission from the landlord to make changes to the property. Documentation must be uploaded on the "Documents" tab.
- Own the property and agree to the ten year commitment term
 - Lease of 10 or more years remaining on the term and owner is aware we have applied for this funding and is supportive of the requirements of the ELF Program.
 - Lease of 10 or more years remaining on the term and owner is not aware we have applied for this funding.
 - Lease of less than 10-years remaining on the term and owner is aware we have applied for this funding and is supportive of extending the lease to meet the requirements of the ELF Program.
 - Lease of less than 10-years remaining on the term and owner is not aware we have applied for this funding.
 - None of the above, site TBD
- 14 I understand that the Department of Commerce is only able to provide documents related to contracting with the awardee and the reimbursement processes in English only. I agree to coordinate language assistance, if needed, through Imagine Institute and/or other resources.
- Yes
No
- 15 I understand that this grant may be reported as taxable income. I will report the income if required by my business tax status.
- Yes
No
- 16 Is the project site licensed/certified/certified for payment through DCYF or approved equivalent?
- Site currently meets this requirement
 - Site can meet this requirement (confirmed with DCYF)
 - Site is in the process of meeting this requirement
 - Site is legally exempt (documentation required)
 - Site does not meet this requirement and there are no plans to do so

- 17 Provide the name of the selected provider/operator licensed, certified or certified for payment with DCYF or legally exempt as per WAC 110-300-0025.
- If not licensed, explain why and where you are in the licensing process with DCYF.
- Licensed (provide DCYF license number)
 - Certified/Certified for Payment (Provide ID number)
 - License application in process (new facility acquisition or construction)
 - NA (Acquisition, New Construction, Pre-Design or Pre-Development only)
- 18 What is the child care slot/space capacity of the site now?
- 19 Once the project is complete, what will be the total increase of slots for the early learning facility from the current slot count to once the project is completed? Two part-time slots = 1 full time slot.
(Must be allowable for the size of the site per DCYF)
- Total anticipated /intended increased WCCC
 - Total anticipated/intended ECEAP
 - Total anticipated/intended Private Pay
- The contracted final project must be within 10% of the application estimate
- 20 What is your program's Early Achievers status:
- Currently an Early Achievers program participant in good standing
 - In the process of being rated as an Early Achievers participant
 - Engaged in the Early Achievers video pilot program
 - Intending to become an Early Achievers program participant
 - Intending to lease to an Early Achievers program participant
 - Tribe participating in LOVIT Way
 - Not a participant and not intending to be a participant
 - NA (Pre-Design or Pre-Development applicant only)
- 21 Provide your Universal Business Identifier (UBI) as shown on your Department of Revenue business license. (For new construction or acquisition and not currently licensed, but planning to do so, put "Planning" as the response)
- 22 Provide your Statewide Vendor Number (SWV)
(This information is from the Office of Financial Management. If you do not have an applicable SWV# at time of application, enter NA. A SWV number will be required if the project is selected for funding.)

- 23 If an award is made, and to contract for the grant, all non-profit or for-profit entities must be registered with the Washington State Secretary of State's (SOS) office. Is the applicant currently registered with SOS or can the entity become registered with SOS?
- Yes, currently registered
 - Not currently registered but can be registered
 - Not Applicable or exempt (provide reason for exemption)
- 24 Has this project site been awarded an ELF grant before? (competitive grants, legislative direct appropriation, or awards that were declined or returned)
- Yes
 - No
- (If the answer is yes, tell us how the scope of work for this proposed project will be different than all other scopes of work from other awards at this site, or if declined, provide explanation.)
- 25 If awarded previously for an Early Learning Facilities project, is the project complete and the facility currently open for business?
- Yes
 - No
- N/A if this question does not apply
- 26 Cultural responsiveness is the ability to understand and respond to the variety of cultural differences and diversity that relate to personal interactions.
- Describe the applicant's and provider's (if different) experience or expertise providing culturally responsive services (How the provider will be inclusive of diverse cultures in their care.) If the applicant and provider have no experience, how do you intend to provide culturally responsive services?
- 27 What age groups will be served at the proposed early learning project site? (Select all that apply.)
- Infants
 - Toddlers
 - Pre-School
 - School Age
- 28 What age groups will be served if awarded funds for this project? Please indicate the age groups and numbers for each.
- (If a maintenance project, indicate "NA")

- 29 Will you provide child care during non-traditional hours?
(outside the hours of M-F 6am-6pm) If yes, indicate the hours providing care outside of the non-traditional hours.
- Yes
 - No
- 30 How will your program support children's use and development of multiple languages?

(Provide the languages used in the facility)
- 31 If awarded a grant for this project, will you provide care to children with complex (or special) needs?
(Provide details regarding how care for children with complex or special needs is provided.)
- 32 How will your facility engage with, or provide services for, children of families from underserved or historically marginalized communities or communities of color be served? What inclusionary practices will be implemented?
- 33 Describe the community partnerships the applicant and provider (if different) have formed through collaboration, coordination, and community networking with other organizations to strengthen the early learning program. Provide organization names and contact information.
- 34 If the project is selected for funding, will the project be complete and the facility open to the public by 6/30/2027?
- Yes
 - No
- 35 Describe how you will work through the following project challenges:
- Material shortages
 - Labor shortages
 - Cost increases
- 36 What is the primary language of the applicant?
- 37 How did you hear about this grant opportunity?
- 38 Was language assistance requested from Imagine Institute for this portion of the application process? (This question is for information only and is not scored.)
- Assistance was not requested through Imagine Institute
 - Assistance was requested and received through Imagine Institute
 - Assistance was requested and not received through Imagine Institute
 - Assistance was requested and received through an entity other than • Imagine Institute (list the name of the assistance organization provided.)

- 39 What is the ethnicity of the applicant?
- Asian
 - Black or African American
 - Hispanic or Latino
 - Middle Eastern
 - Multiple ethnicities or other
 - Native American
 - Pacific Islander
 - White or Caucasian
 - Prefer not to answer
- 40 Scope of Work: Explain specifically the work to be done
- Describe the current state and the end state of the project.
 - How the project will be completed.
 - Do not assume that reviewers know the specific details about the project or what is being proposed.
 - Please focus on the scope of work for this project only and not the organization.
- 41 Provide dates for the following items:
- Feasibility, market study, or needs analysis
 - Review of LEED, WSSP or ESDS requirements from the Program Guidelines
 - Review of Prevailing Wage requirements from the Program Guidelines
 - Review of the Executive Order 21-02 process from the Program Guidelines (If awarded, the designated program manager will assist with the process.)
 - If funds in addition the grant are needed in order to complete the proposed project, by what date will those funds be documented and committed to the project. (25% matching funds area a goal and not a requirement)
 - Date site control (lease or deed) was or will be achieved.
 - Projected date of finalized construction and equipment budgets for the proposed project
 - Projected date for zoning and/or permitting completed for the site.
 - Bids and/or binding agreements with contractors
 - Projected start date for the early learning facility project
 - Projected date of licensure for intended ECEAP slots or projected date for completing all requirements to accept new intended WCCC slots
 - Projected completion date of the project
 - Projected first date of operation of the early learning facility once the project is complete
 - Date DCYF of licensor was notified of the project
 - Date or anticipated date of DCYF licensing

Branching Question:

42 Select which of the following best describes your facility after the project is completed.

A Family Child Care Home is a residence with a maximum of 12 licensable slots.

A Child Care Center (not a residence) and slots are determined by the square footage and other requirements per DCYF licensing standards.

- Family Child Care Home - Childcare Slot/Space Expansion (Up to maximum of 12 site capacity-no waivers at this time)
- Family Child Care Home - Childcare Slot/Space Maintenance (no expansion of childcare slots/spaces)
- Family Child Care Home with a previous COVID capacity waiver for over 16 slots (go to family home expansion)
- Child Care Center - Childcare Slot/Space Expansion (up to licensable capacity)
- Child Care Center - Childcare Slot/Space Maintenance (no expansion)

Family Child Care Home Slot Expansion (Up to 12 Slots):

43 Select the appropriate funding category for your project
(See the Early Learning Facilities Website for Project Development determination assistance.)

- Renovation
- Pre-Development Only
- Pre-Design Only

Family Child Care Home Slot Maintenance (No expansion):

44 I understand that improvements under this grant are for the early learning facility portion of the home only and any projects that include non-facility areas will be reimbursed at the early learning facility portion ratio of the project cost. (example entire roof, siding, exterior paint, etc.)

- Yes

45 I understand this minor renovations grant is for renovations or repairs of existing licensed or certified/certified for payment family child care homes. Renovations must be with similar quality materials as are within licensed centers.

- Yes

Child Care Center Slot Expansion (Includes Family Child Care Homes with COVID Waiver greater than 16 slots):

- 46 Select the appropriate funding category for your project
(See the Early Learning Facilities Website for Project Development determination assistance.)
- Major - Acquisition/New Construction/Renovations
 - Pre-Development Only
 - Pre-Design Only
- 47 Is the project being proposed in this application part of a larger facility or capital construction project?
(Select all that apply)
- Affordable housing or multi-family housing project
 - Mixed-use development
 - Renovation or redevelopment of a campus
 - A facility with multiple phases that will occur over a period of greater than two years
 - A multi-story commercial development
 - NA
- 48 Will the ELF grant be used to renovate or build a new kitchen facility equipped to support the use of cooking methods that enhance overall child nutrition?
(Pre-Design Only Grant or a Pre-Development Only Grant, enter NA)
- Yes
 - No
 - NA
- 49 Is this project for a new or expanding an existing early learning site?
- Creating a new early learning site
 - Expanding an existing early learning site

Child Care Center Slot Maintenance:

NA No Additional Questions

Washington Administrative Codes for Capacity Expansion Requirements

- [WAC 110-300](#)
- [WAC 110-301](#)
- [WAC 110-302](#)

Appendix K: Glossary

Acquisition: The use of grant or other fund to purchase or acquire an early learning facility

Biennium: State of Washington two-year budget cycle: 2017-2019, 2019-2021, 2021-2023, 2023-2025 (current), and 2025-2027 (in progress with the legislature)

Capital assets: Capital assets of the state include land, infrastructure, improvements to land, buildings, leasehold improvements, equipment, and other tangible assets that are used in the early learning facility

Capital costs: Acquisition of a facility and/or equipment that benefits an early learning facility over multiple years

Capital grants: Grants that are restricted for the acquisition, construction, or renovation of capital assets associated with a specific program

Capital work: Activities that are restricted for the acquisition, construction, or renovation of capital assets associated with a specific program

Comparables: Listings of similar or comparable properties to justify funding requests for property acquisition

Competitive award process: An application funding round where applications are scored and ranked according to the scores and then the highest scored and ranked applications are awarded after the review process is complete

Contractors: Parties under an agreement to provide materials, labor, or service to perform a purpose or function.

Debrief: A structured discussion after an event or project to review what happened, learn from it, and improve for the future

Deferred maintenance: Deferred maintenance is the practice of postponing maintenance activities such as repairs on both real property

Direct appropriation: An award provided directly to an organization from the legislature as a line item in the capital budget

Feasibility: The possibility that a project can be achieved or is reasonable

Green Building Standards: the method for designing, constructing, and operating buildings in a way that is environmentally responsible and resource-efficient

In-kind contributions: The value of donated labor, materials, or value of land/property for which the project will be located

Mixed use facilities: An early learning facility co-located with affordable housing, a community center, or similar

Non-state funds: Funds contributed to a project that is not a portion of an early learning facilities grant

Operating expenses: Expenses that are directly related to facility operations

Project: Any construction or renovation activity that changes the function, use or occupancy of a physical space

Real property: Includes a parcel of land and everything permanently attached to the land, plus the rights inherent in ownership of the real estate.

Reappropriation: Contract that are not expended by the end of the contract date will be part of a request to the legislature to be extended, or reappropriated to the end of the next biennium

Reimbursable: Providing funds to pay back what has been spent (on eligible project costs)

Scope of Work: Details about the project from start to finish, to include type of project, how it will be completed, increased capacity, and other relevant information

Shovel ready: A project is ready to begin construction and already has the plans and permits and other means of approval to proceed.

Subcontractors: Parties under an agreement to provide materials, labor, or service to perform a purpose or function as part of a larger project or purpose.

Technical Assistance: A way of offering support to an organization or individual who needs help with a problem or development gap. It can also be referred to as consulting.

ZoomGrants: The online application service located at <https://www.zoomgrants.com/>