



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**REQUEST FOR APPLICATIONS (RFA)  
RFA NO. CLEAN-ENERGY-25**

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

**PROJECT TITLE: Clean Energy Grants 2025 Request for Applications**

**APPLICATION DUE DATE: November 4, 2025 at 1:00 pm Pacific Time**

**EXPECTED TIME PERIOD FOR CONTRACT: February 2026 – June 2027**

The performance period begins as soon as contracts are executed and ends June 2027. For construction projects, Commerce has spending authority for contracts through June 2027. Contracts with a period of performance beyond June 2027 may be executed, however spending will be subject to legislative re-appropriation.

**CONTRACTOR ELIGIBILITY:** This procurement is open to those entities which satisfy the minimum qualifications stated herein and are available for work in Washington.

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

**CONTENTS OF THE REQUEST FOR APPLICATIONS:**

1. Introduction
2. General Information
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# 1 INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Request for Applications (RFA) to solicit applications from those qualified and interested in grant funding for clean energy deployment in Washington. In an effort to reduce administrative burden from applicants and simplify the application process, this RFA combines multiple funding sources to maximize available funding.

In response to valuable feedback from a Request for Information (RFI) issued in fall 2023, COMMERCE issued three RFA's for the 2023-2025 biennium that utilized a new approach designed to reduce barriers for applicants, maximize the construction timeline for clean energy projects and enhance equitable outcomes. After the success of the 23-25 Consolidated RFA's, the 2025-2027 funding opportunities will also utilize a consolidated approach to bundle similar clean energy funding sources under a singular RFA.

In total, approximately \$32 million is available through this solicitation. Projects anticipated to receive funding through this RFA include the design or deployment of clean energy technologies that will accelerate Washington's clean energy transition, reduce greenhouse gas emissions, and improve energy access and resilience across the state.

Applicants are required to demonstrate project readiness with a detailed plan to commence activities immediately upon award and present clear objectives with a detailed, feasible project plan.

All applications submitted under the Tribal Clean Energy Grants RFA (TRIBAL-CLEANENERGY-25) will automatically be considered for funding through this RFA. Commerce may also refer unfunded applications to other Commerce funding opportunities at our discretion.

## 1.2 OBJECTIVES

COMMERCE expects to award multiple contracts as a result of this RFA.

To advance state policy goals, including the 2021 [Washington State Energy Strategy](#), 2024 [Biennial Energy Report](#), and the [HEAL Act](#), COMMERCE is prioritizing projects that advance clean energy and reduce greenhouse gas emissions through activities that modernize the electric grid, promote clean energy innovation, deploy solar energy or battery energy storage, enable electric utility demand response programs, enhance community resilience, support low-income communities, and facilitate the planning of clean energy projects.

The primary purpose of grants funded under this solicitation must be to plan or construct clean energy projects in Washington that will bring a public benefit to the state. Projects cannot negatively impact tribal rights or resources and all awards made under this solicitation will be required to follow [executive order 21-02](#).

A strong priority will be given to projects that are "construction-ready." Construction-ready projects are prepared to begin work immediately after award, and complete construction of a clean energy project by the end of the period of performance (June 2027).

## PROJECT PHASES

Applications will select one of three Project Phases: Technical Assistance, Planning/Design, or Construction.

**Technical Assistance** projects include any solar or battery energy storage project that seeks the assistance of a subject matter expert in completing a feasibility study or preliminary project design. In this context, a feasibility study includes any preparation work needed prior to project construction.

It may be used to determine sizing, pricing, siting, or design of a project. Applicants will be competitively selected for these awards, and technical assistance will be provided as a service in lieu of a cash grant. After feasibility studies are completed, Commerce will recommend projects determined to be feasible and cost-effective for further funding from the 2027-2029 state capital budget for project construction.

**Planning/Design** projects are open to all other eligible clean energy technologies or projects that do not qualify for Technical Assistance. Planning/Design grants will not cover the cost of any construction activities or equipment procurement. Applicants should apply to a Planning/Design project if they do not plan on completing construction before June 2027.

**Construction** projects include all eligible clean energy technologies that plan to procure and install a new physical asset. Planning activities may be included but should not make up the majority of the projected timeline or budget. Construction must be completed by June 2027; projects that show a high degree of construction-readiness will be prioritized.

When considering project scope, please consider the following guidelines.

- Eligible project expenses include, but are not limited to:
  - workforce development
  - project management
  - site upgrades or repairs that are strictly related to the clean energy project and are necessary for successful completion (e.g. roof repairs for a rooftop solar installation).
- The following project types will not be considered for funding through this RFA. Commerce offers other funding opportunities related to these technologies.
  - electric vehicles
  - electric vehicle charging infrastructure
  - heat pumps
  - research, development or first of a kind demonstration of clean energy technologies.

### 1.3 MINIMUM QUALIFICATIONS

Applications which do not clearly meet or exceed these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Application that is rejected as non-responsive will not be evaluated or scored.

Minimum qualifications include:

- Licensed to do business in Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Applicant. (This requirement does not apply to tribal entities.)
- Applicants must be:
  - In good standing with all applicable federal, state, and local laws and requirements, including with the Department of Commerce.
  - One of the following entities (see Section [1.7 DEFINITIONS](#) for more information):
    - Consumer-owned retail electric utilities
    - For-profit entity
    - Investor-owned retail electric utilities
    - Local government
    - Nonprofit organization
    - Research institution
    - State agency
    - Tribal government\*
    - Tribes' contracted service providers\*

\* Tribes and tribes' contracted service providers are encouraged to submit applications to the [Tribal Clean Energy Grants RFA](#), which dedicates grant funds

specifically to tribe-led projects. Applications submitted to Tribal Clean Energy Grants do **not** need to be submitted to this RFA to be considered for this funding; only one application should be submitted per project.

- Project must be:
  - A clean energy project located within Washington state
  - In one of the following **phases**:
    - Technical assistance
    - Planning, pre-design, design
    - Construction\*

\*Amongst all project phases, priority will be given to construction projects that demonstrate a high degree of project-readiness and likeliness to be completed by June 2027.
  - Provide one or more of the following **benefits**:
    - Reduced greenhouse gas emissions
    - Reduced energy costs
    - Reduced household energy burden
    - Increased grid resilience
    - Increased energy independence
    - Provide backup power for critical community needs
    - Meaningfully benefit overburdened communities, vulnerable populations, or tribes
  - Include one or more of the following **activities**:
    - Deployment, installation, or construction of clean energy technologies
    - Facility improvements to enable clean energy deployment
    - Pre-development studies, siting and permitting, assessments, and analysis
    - Community engagement, education, and outreach
    - Emergency energy planning and resilience upgrades
    - Workforce development
    - Enabling electric utility demand response programs that include customer-sited solar and battery energy storage systems
  - Include one or more of the following **technologies**:
    - Solar
    - Energy storage
    - Grid resilience
    - Wind
    - Biomass
    - Renewable hydrogen
    - Geothermal
    - Other technology that uses renewable resources to enhance Washington's clean energy economy

All proposed projects and technologies must be consistent with the State Energy Strategy per [RCW 43.21F](#) and/or related energy and climate policies as determined by Commerce. See [Section 1.7 DEFINITIONS](#) for further explanation on how “clean energy” is defined.

## 1.4 FUNDING

Funding for this program is authorized by the state's 2025-2027 biennial capital budget. Projects selected to receive awards may be funded in whole or in part by Climate Commitment Act funding. Please refer to the Sample Contracts provided in Exhibit D to review grantee obligations for acknowledging Climate Commitment Act Funding.

Approximately \$32 million is available for clean energy projects through this RFA. Funding amounts are estimated and are subject to legislative authority and fund balances at the time of awards. Additional funds may become available through other sources including but not limited to additional funding as authorized by the legislature or the federal government. Commerce anticipates awarding no more than \$700,000 to projects in the planning and design phase, unless all qualified construction projects have

been funded. The value of technical assistance services available through this RFA and the Tribal Clean Energy Grants RFA combined is approximately \$500,000.

Applications submitted to the Tribal Clean Energy Grants RFA (#TRIBAL-CLEANENERGY-25) will automatically be considered for funding under either RFA; no action is needed to be considered for the Clean Energy Grants RFA if an application is submitted to the Tribal Clean Energy Grants RFA.

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

In the event additional funding becomes available, any contract awarded may be amended to provide for additional related services. Additional funding is not guaranteed.

Any contract(s) awarded as a result of this RFA is contingent upon the availability of funding.

#### **Funding ranges**

Commerce will make awards within the following ranges; applications requesting more or less than these amounts may be rejected as non-responsive and may not be evaluated. Alternatively, Commerce may consider awards for the allowable minimum or maximum amount, at our sole discretion.

	<b>Minimum award amount</b>	<b>Maximum award amount</b>
Construction Projects	\$75,000	\$2,500,000
Planning/Design Projects	\$50,000	\$100,000

#### **Matching Funds**

For-profit entities, including investor-owned utilities, are required to provide non-state matching funds at a minimum 1:1 (50%) ratio. No other entities are required to provide matching funds. However, projects that document match may be prioritized in the event of a scoring tie with another project.

Match funds do not need to be secured prior to application but must be secured before the contract is executed. A project may receive additional points under project readiness if matching funds are secured. If an application does not meet the minimum match amount for the applicant or project category, Commerce will evaluate the application and adjust the award to meet the minimum match requirements.

### **1.5 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this RFA is tentatively scheduled to begin on or about February 1, 2026 and to end on June 30, 2027. Contracts with a period of performance beyond June 2027 may be executed, however spending will be subject to legislative re-appropriation.

COMMERCE reserves the option at its sole discretion to extend the contract for two additional two-year periods.

### **1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

### **1.7 DEFINITIONS**

Definitions for the purposes of this RFA include:

**Apparent Successful Applicant/Bidder/Vendor/Grantee/Awardee:** The Applicant(s) selected to enter into negotiations leading to a fully executed contract for the work described in this procurement document.

**Applicant:** Individual, company, organization, or firm submitting an Application in order to attain a contract with COMMERCE.

**Application:** A complete, formal offer submitted in response to this RFA.

**Clean energy:** includes energy produced through clean (zero carbon) processes using: (a) Water in motion including wave, ocean, or tidal; (b) wind; (c) solar; (d) geothermal; (e) renewable natural gas; (f) renewable hydrogen; (g) biodiesel fuel that is not derived from crops raised on land cleared from old growth or first-growth forests; (h) biomass; (i) renewable diesel; and (k) waste heat recovery.

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

**Construction project:** activities under this project phase include installation and deployment of technologies and all related activities. Final design and permitting is allowable in this category, although construction-ready projects will be prioritized.

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

**Demand response program:** A program (including pilot programs) of an electric utility that encourages changes in electric usage by demand-side resources from their normal consumption patterns, especially through financial incentives. Examples include time-of-use rates, real-time pricing, peak pricing or rebates, and direct load control programs.

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

**Energy burden:** the share of annual household income used to pay annual home energy bills.

**Environmental benefits:** means activities that:

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

**Environmental harm:** means the individual or cumulative environmental health impacts and risks to communities caused by historic, current, or projected:

- a. Exposure to pollution, conventional or toxic pollutants, environmental hazards, or other contamination in the air, water, and land;
- b. Adverse environmental effects, including exposure to contamination, hazardous substances, or pollution that increase the risk of adverse environmental health outcomes or create vulnerabilities to the impacts of climate change;
- c. Loss or impairment of ecosystem functions or traditional food resources or loss of access to gather cultural resources or harvest traditional foods; or
- d. Health and economic impacts from climate change.

**Environmental impacts:** means environmental benefits or environmental harms, or the combination of environmental benefits and harms, resulting or expected to result from a proposed action.

**Environmental justice:** means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and



enforcement of environmental laws, rules, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm.

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

**Federally recognized tribe:** The government of any federally recognized Indian tribe whose traditional lands and territories included parts of Washington, designated subdivisions and agencies (such as a Tribal Housing Authority), or any other entities or authorities of a federally recognized tribal government in corporate form or otherwise.

**Grantee:** Individual or organization whose Application has been accepted by COMMERCE and is awarded a fully executed, written contract.

**Housing authority:** any of the public corporations created by [RCW 35.82.030](#).

**Local government:** cities, towns, counties, special purpose districts, transportation authorities, transit agencies, housing authorities, municipal and quasi-municipal corporations, port districts or authorities, K-12 school districts, political subdivisions of any type, or any other entities or authorities of local government in corporate form or otherwise. Does *not* include utilities.

**New awardee:** an applicant that has not previously received a Commerce clean energy award under Clean Energy Fund, Energy Retrofits for Public Buildings – Solar, Solar Plus Storage for Resilient Communities, 2023 -2025 Tribal Clean Energy Grants, General Clean Energy Grants or Community Decarbonization Grants.

**Non-profit organization:** A corporation no part of the income of which is distributable to its members, directors or officers and that holds a current tax exempt status as provided under 26 U.S.C. Sec. 501(c)(3) or is specifically exempted from the requirement to apply for its tax exempt status under 26 U.S.C. Sec. 501(c)(3). Organizations meeting specified requirements for exemption under subsections other than Section 501(c)(3) may also qualify. These include social welfare organizations, civic leagues, social clubs, labor organizations, private educational institutions, and business leagues, but excludes political organizations.

**Non-state matching funds:** Funding not from the state capital, operating, or transportation budgets.

**Overburdened communities:** as defined in [RCW 70A.02.010](#) - a geographic area where vulnerable populations face combined, multiple environmental harms and health impacts, and includes, but is not limited to, highly impacted communities as defined in [RCW 19.405.020](#).

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

**Resilience:** the ability to prepare, mitigate and plan for, withstand, recover from, and more successfully adapt to adverse events and changing conditions, and reorganize in an equitable manner that results in a new and better condition.

**Retail electric utility:** any electrical company, public utility district, irrigation district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state.

**Request for Applications (RFA):** Formal procurement document in which needed services are identified and entities are invited to submit their Application to provide those services; this procurement document.

**State agency:** means every agency, office, department, division, bureau, board, commission, or institution of state government, including public institutions of higher education, but does not include the legislature or the judiciary.

**Total project cost:** All eligible costs to complete the proposed project except any contingency funds, including but not limited to labor, project management, materials, sales tax, etc.

**Tribal government:** The government of any federally recognized Indian tribe whose traditional lands and territories included parts of Washington, designated subdivisions and agencies (such as a Tribal Housing Authority), or any other entities or authorities of a federally recognized tribal government in corporate form or otherwise.

**Tribes' contracted service providers:** an organization or consultant contracted with a federally recognized tribal government for work benefiting tribal communities and/or tribal land.

**Vulnerable populations:** as defined in [RCW 70A.02.010](#):

- (a) population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms, due to:
  - i. Adverse socioeconomic factors, such as unemployment, high housing and transportation costs relative to income, limited access to nutritious food and adequate health care, linguistic isolation, and other factors that negatively affect health outcomes and increase vulnerability to the effects of environmental harms; and
  - ii. Sensitivity factors, such as low birth weight and higher rates of hospitalization.
- (b) "Vulnerable populations" includes, but is not limited to:
  - i. Racial or ethnic minorities;
  - ii. Low-income populations;
  - iii. Populations disproportionately impacted by environmental harms; and
  - iv. Populations of workers experiencing environmental harms.

## 1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFA Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## 2 GENERAL INFORMATION

### 2.1 RFA COORDINATOR

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

Name	Kaitlyn Sledge
E-Mail Address	<a href="mailto:EPICgrants@commerce.wa.gov">EPICgrants@commerce.wa.gov</a>
Program Website	<a href="https://www.commerce.wa.gov/epic/clean-energy-grants/">https://www.commerce.wa.gov/epic/clean-energy-grants/</a>
Box Folder	<a href="https://deptofcommerce.app.box.com/s/qd2oknc3gg40cn7q4z5ui0h2wgup7jys">https://deptofcommerce.app.box.com/s/qd2oknc3gg40cn7q4z5ui0h2wgup7jys</a>

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

All dates in the following table are in the year 2025, unless otherwise stated.

Issue Request for Applications	September 18
Applicants' Conference	Sept 30, Oct 15
Question & answer period	Sept 18 – Oct 24
Answers issued no later than	Oct 28
<b>Applications due</b>	<b>Nov 4 at 1:00 pm Pacific</b>
Evaluation	Nov 5 – Dec 10
Announce "Apparent Successful Applicant" and send notification via e-mail to unsuccessful Applicants	Dec 15
Hold debriefing conferences (if requested)	Dec 19 – Dec 23
Negotiate contract	Jan 2026 – Mar 2026
Earliest date contract may be signed	Dec 31

**COMMERCE reserves the right to revise the above schedule.**

### 2.3 APPLICANTS' CONFERENCE

Commerce will offer two Applicant's conferences to present information on the RFA and answer questions live. Conferences will be held on September 30, 2025 at 1:00 pm, Pacific Time, and October 15, 2025 at 10:00 am Pacific Time. The conferences will be virtual only. Registration for the conferences can be completed here:

- September 30, 1:00pm: [Webinar Registration - Zoom](#)
- October 15 at 10:00am: [Webinar Registration - Zoom](#)

All prospective Applicants are encouraged to attend; however, attendance is not mandatory. Conferences will be recorded and uploaded to the [RFA Box folder](#).

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the Applicants' conference will be documented and answered in written form. A copy of the questions and answers will be updated regularly and made available in the RFA Box folder.

### 2.4 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this RFA sent to the RFA Coordinator at the email address listed in Section 2.1 during this period. All emails must clearly state "Clean Energy Grants RFA" in the

subject line. Questions should not identify the submitting person or organization. COMMERCE will answer all questions in a Q&A document posted periodically, and no later than the date identified in Section 2.2.

## 2.5 SUBMISSION OF APPLICATIONS

### ELECTRONIC APPLICATIONS:

Applications must be submitted to the online application form no later than 1:00 pm Pacific Time on November 4, 2025. Only electronic applications will be accepted.

**Application link:** <https://www.zoomgrants.com/zgf/Clean-Energy-25>

**Box link:** <https://deptofcommerce.app.box.com/s/qd2oknc3qg40cn7q4z5ui0h2wgup7jys>

Applications must be submitted electronically through ZoomGrants. Attachments to the application shall be in Microsoft Word, Microsoft Excel, or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of Applications. The Certifications and Assurances form must have a scanned or digital signature of the individual within the organization authorized to bind the organization to the offer. COMMERCE does not assume responsibility for problems with non-COMMERCE e-mail or internet connection. If ZoomGrants is not working, appropriate allowances will be made.

Applications may not be transmitted using facsimile transmission.

Applicants should allow sufficient time to ensure timely receipt of the Application by the RFA Coordinator. **Late Applications will not be accepted and will be automatically disqualified from further consideration, unless Commerce determines ZoomGrants is at fault.** All Applications and any accompanying documentation become the property of COMMERCE and will not be returned. Any information received as a result of this RFA may be collected and considered for continuous improvement purposes.

## 2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Applications submitted in response to this competitive procurement shall become the property of COMMERCE. All Applications received shall remain confidential until the Apparent Successful Bidder is announced; thereafter, the Applications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the Application that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire Application exempt from disclosure or as Proprietary Information will not be honored.

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

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFA Coordinator is required. All requests for information should be directed to the RFA Coordinator.

**Contact the RFA Coordinator listed in [Section 2.1](#) before submitting any sensitive information in your application or via email.** Commerce may be able to grant exceptions to certain mandatory questions to protect sensitive information. Sensitive information submitted to Commerce may be subject to public disclosure as described above.

## **2.7 REVISIONS TO THE RFA**

In the event it becomes necessary to revise any part of this RFA, addenda will be published on the program website listed in [Section 2.1 RFA COORDINATOR](#). Addenda will also be published anywhere the RFA is posted, including on COMMERCE'S public webpage, located at <https://www.commerce.wa.gov/contracting/>.

If you downloaded this RFA from the Agency or program webpage, you are responsible for regularly checking the webpage in order for your organization to receive any RFA amendments or Applicant questions/agency answers.

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

## **2.8 ACCEPTANCE PERIOD**

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

## **2.9 COMPLAINT PROCESS**

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

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

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

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

The RFA coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on the program website listed in [Section 2.1 RFA COORDINATOR](#). The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There is no appeal process.

## **2.10 RESPONSIVENESS**

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

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

Disqualified Applicants will be informed of the reason for disqualification; this shall constitute a debriefing conference for the purposes of Section 4.7, Protest Procedure.

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

## **2.11 MOST FAVORABLE TERMS**

COMMERCE reserves the right to make an award without further discussion of the Application submitted. Therefore, the Application should be submitted initially on the most favorable terms which the Applicant can propose. COMMERCE reserves the right to contact an Applicant for clarification of its Application.

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

## **2.12 CONTRACT AND GENERAL TERMS & CONDITIONS**

The Apparent Successful Applicant will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit E. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit proposed edits as allowed in the Certifications and Assurances section, Exhibit A to this RFA. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

## **2.13 COSTS TO PROPOSE**

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

## **2.14 NO OBLIGATION TO CONTRACT**

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

## **2.15 REJECTION OF APPLICATIONS**

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

## **2.16 COMMITMENT OF FUNDS**

The Director of COMMERCE or the Director's delegate are the only individuals who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFA. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.17 ELECTRONIC PAYMENT**

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

## **2.18 INSURANCE COVERAGE**

If requested, the Applicant is to furnish COMMERCE with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

### 3 APPLICATION CONTENTS

#### ELECTRONIC APPLICATIONS:

Applications must be written in English and submitted electronically to ZoomGrants at the link provided in [Section 2.5 Submission of Applications](#). Applicants must answer all required questions in the ZoomGrants application, and provide the following required documentation as attachments to the ZoomGrants submission:

1. Certifications and Assurances (Exhibit A)
2. Diverse Business Inclusion Plan (Exhibit B)
3. Workers' Rights Certification (Exhibit C)

Any required document that is not included in the application submission may result in application disqualification.

All application questions will be identified as follows:

- **Mandatory, Scored** – responses are required and will be used to calculate the score
- **Mandatory, Not Scored** – responses are required but will not be used to calculate the score
- **Optional Attachments:** attachments may be used to supplement responses to questions, but will not be scored directly. Additional attachments may include resource assessments, subcontractor agreements, or other documentation that indicate project-readiness. Attachments should be referenced in one or more application responses to ensure sufficient context is provided.

#### APPLICATION CHECKLIST

Below is an overview of the application. See ZoomGrants application for more detailed questions. Application questions may also be available on Box. See [Section 2.1 RFA COORDINATOR](#) for links.

1. Basic Information		
	Project Name	Mandatory, Not Scored
	Amount Requested	Mandatory, Not Scored
	Organizational Information	Mandatory, Not Scored
	Organization Official Contact	Mandatory, Not Scored
	Primary Contact	Mandatory, Not Scored
	Additional Contacts	Optional, Not Scored
2. Application Information		
	Applicant Type	Mandatory, Not Scored
	Organization Information	Mandatory, Not Scored
	Current or Former State Employees	Mandatory, Not Scored
	Past awards	Mandatory, Not Scored
3. Project Information		
	Project Description	Mandatory, Scored
	Project Location	Mandatory, Not Scored
	Project Phase	Mandatory, Not Scored
	Project Approach, Methodology, and Work Plan	Mandatory, Scored
	Project Technologies and Specifications	Mandatory, Scored
4. Equity, Environmental Justice, Community Impact		



	Community Benefits*	Mandatory, Scored
	Economic Benefits	Mandatory, Scored
5. Management and Technical Proposals		
	Project Team and Partners	Mandatory, Scored
	Project Readiness	Mandatory, Scored
	Project Schedule	Mandatory, Scored
6. Budget		
	Funding Sources	Mandatory, Scored
	Project Costs	Mandatory, Scored
	Budget Narrative	Mandatory, Scored
7. Attachments		
	Exhibit A – Certifications and Assurances	Mandatory, Not Scored
	Exhibit B – Diverse Business Inclusion Plan	Mandatory (except tribes), Not Scored
	Exhibit C – Worker's Rights Verification	Mandatory (except tribes), Not Scored
	For tribes' contracted service providers: Letters of support from tribe(s)	Mandatory (if applicable), Not Scored
	Letters of Support	Optional
	Proposals, estimates, or other information to support project costs	Optional
	Other attachments	Optional

\*Question 31 prompts applicants to use one of the emissions calculators provided by Washington State Department of Ecology. Applicants may also use California Air Resources Board calculators if those are a better fit for the project type. Explain the calculations process in Question 32. Calculator options can be found here:

- <https://ecology.wa.gov/air-climate/climate-commitment-act/auction-revenue/cca-account-spending-and-funds-reporting>
- <https://ww2.arb.ca.gov/resources/documents/california-climate-investments-quantification-benefits-and-reporting-materials>

\*\*Question 33 prompts applicants to reference the Overburdened Communities of Washington State map.

- That map can be accessed here: <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.266830%2C-120.897341%2C7.88>
- Additional background information about the map can be found here: <https://ofm.wa.gov/budget/budget-related-information/environmental-justice-and-heal-act/identifying-overburdened-communities-heal-cca-investments/implementation-guide-identifying-overburdened-communities-and-vulnerable-populations-heal-investments>

### 3.1 CERTIFICATIONS AND ASSURANCES (MANDATORY)

**The Certifications and Assurances form (Exhibit A) must be signed and dated** by a person authorized to legally bind the Applicant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Those wishing to submit any proposed contract edits must indicate so on this form (see Section 2.12).

### **3.2 DIVERSE BUSINESS INCLUSION PLAN (MANDATORY for all applicants besides Tribes)**

The Diverse Business Inclusion Plan (Exhibit C) is a communication tool allowing Applicants to inform COMMERCE if diverse business will be involved in the contract if awarded. Participation includes directly (the Applicant) and indirectly, such as any subcontractors or subgrantees who might carry out services chargeable to the contract. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. No minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal rules included or referenced in the contract documents will apply.

### **3.3 WORKERS' RIGHTS CERTIFICATION (MANDATORY for all applicants besides Tribes)**

**The Workers' Rights Certification (Exhibit D) must be signed and dated** as described in Section 3.1, or the applicant will not receive the bonus points. Some employers require their employees to waive certain rights. While this is legally permitted, the Washington Governor's Office considers it a harmful and disfavored practice. Executive Order 18-03 requires all state agencies to award bonus points in competitive processes to increase contracting with employers that do not require their employees to sign an individual arbitration clause or waiver of collective or class action. Those Applicants which certify they do not require their employees to waive such rights as a condition of employment will receive an extra 5% of their awarded points added to their final score.

## 4 EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

Complete and responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFA and any addenda issued. The evaluation of Applications will be accomplished by an evaluation team to be designated by COMMERCE, which will determine the ranking of the Applications.

### 4.2 CLARIFICATION OF RESPONSE

The RFA Coordinator may contact Applicants for clarification of any portion of the Applicant's Application. Submission or alteration of any materials after the due date is prohibited.

### 4.3 EVALUATION AND SCORING

The following weighting and points will be assigned for evaluation purposes:

Criteria	Scoring	Total Points
ADMINISTRATIVE		
<b>New Awardees:</b> Applicant has not previously received a Commerce clean energy award under Clean Energy Fund, Energy Retrofits for Public Buildings - Solar, Solar Plus Storage for Resilient Communities, 2023 -2025 Tribal Clean Energy Grants, Community Decarbonization Grants, or General Clean Energy Grants.	10	10 pts
<b>Match:</b> In the event of a tie between applications, the application with a higher percentage of matching funds above the relevant minimum will receive award	+1 tiebreaker	Tiebreaker
<b>Workers rights certification (additional points):</b> Those Applicants which certify they do not require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Exhibit C).	5% of total	5%
EQUITY, ENVIRONMENTAL JUSTICE AND COMMUNITY IMPACT		
<b>Environmental Benefits:</b> The project's ability to provide environmental benefits to overburdened communities and vulnerable populations, as described with mapping tool(s) and a short narrative	10	30 pts
<b>Economic Benefits:</b> The project's ability to provide economic benefits to overburdened communities and vulnerable populations, including supporting workforce development or reducing energy burden	10	
<b>Community Engagement:</b> Applicants who conduct significant community engagement to identify community needs and preferences	5	
<b>Tribal Engagement:</b> Applicants who have completed appropriate tribal engagement and consultation for the project and stage.	5	
MANAGEMENT AND TECHNICAL PROPOSALS		
<b>Project readiness:</b> Projects at an advanced stage of project development and ready to proceed upon award. For construction projects, those prepared to begin work immediately after award, and complete construction of a clean energy project by the end of the period of performance (June 2027) will receive more points.	20*	50 pts

<b>Project design and feasibility:</b> Objectives are clearly defined. Project plan is detailed, clear, and likely to achieve the objectives. <ul style="list-style-type: none"><li>• Technical Assistance - seeks the assistance of a subject matter expert in completing a feasibility study or preliminary project design.</li><li>• Planning - Application identifies and clearly outlines all pre-development work and feasibility analysis required to complete the project planning phase.</li><li>• Construction - Application clearly explains the planned approach and identifies the planned technology. The planned technology and project scale are appropriate for the site. Timeline for construction is provided and feasible.</li></ul>	10*	
<b>Cost effectiveness:</b> Costs are reasonable and projects provide a high value for the investment	10*	
<b>Structure and qualifications of project team:</b> Applicant has a qualified team to implement the project and adequate plans to select contractors. Appropriate partners are engaged and support the project.	5	
<b>Greenhouse gas emissions reductions:</b> Project is expected to reduce greenhouse gas emissions. Calculations are provided.	5*	
<b>Total Available Points: 90 pts</b>		

\*These criteria do *not* apply to Technical Assistance projects. Technical Assistance will be scored with a total of 45 available points: Administrative (10); Equity, Environmental Justice, and Community Impact (30); Management and Technical Proposals (5).

#### 4.4 NOTIFICATION TO APPLICANTS

Applicants that are not selected for further negotiation or award will be notified by e-mail. The email listed as the Primary Contact in the ZoomGrants application will receive all email notices.

#### 4.5 DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Applicant who has submitted an application and received notice that they were not selected for contract negotiation may request a debriefing. Disqualified Applicants will be informed of the reason for disqualification; this shall constitute a debriefing conference.

The request for a debriefing conference must be received by the RFA Coordinator within three (3) business days after the Notification of Unsuccessful Applicant notice is emailed to the Applicant. The debriefing must be scheduled within three (3) business days of the request.

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

- Evaluation and scoring of that organization's Application;
- Any written comments from evaluators related to that Applicant;
- Review of their final score in comparison with the other final scores **without** identifying the other participants or reviewing their Applications.

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

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

#### **4.6 PROTEST PROCEDURE**

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

Anyone protesting this procurement must follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this RFA.

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

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in this procurement document or current COMMERCE policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on or assessment of the quality of an Application, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

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

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

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

The final determination of the protest shall:

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

If COMMERCE determines that the protest is without merit, COMMERCE may enter into a contract with the Apparent Successful Applicant(s). If the protest is determined to have merit, one of the options above will be taken.

## **5 RFA EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Diverse Business Inclusion Plan
- Exhibit C Workers' Rights Certification
- Exhibit D Example Grant Contract including General Terms and Conditions

**CERTIFICATIONS AND ASSURANCES**

**I/we make the following certifications and assurances as a required element of my/our Application, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):**

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

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

- ☐ **are** submitting proposed Contract edits. If proposed Contract edits are being submitted, I/we have attached them to this form. (See Section 2.12)
- ☐ **are not** submitting proposed Contract edits. (*Default if neither are checked*)

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

---

Signature

---

Printed Name and Title

---

Date



## **DIVERSE BUSINESS INCLUSION PLAN**

Please see Section 3.3 for more information regarding the Diverse Business Inclusion Plan.

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

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

### **Organizational Goals:**

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

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

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

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

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

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

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

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

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

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

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

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

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

[Click or tap here to enter text.](#)

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

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

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

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

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

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

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

**Applicant Certification**  
**Executive Order 18-03 – Workers’ Rights**

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

RFA: CLEAN-ENERGY-25

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

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

OR

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

OR

☐ This organization certifies it has no employees.

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

Organization Name: \_\_\_\_\_  
Print full legal entity name of organization

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Print city and state where signed

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

Return Applicant Certification to Procurement Coordinator as part of your complete response.



**Capital Agreement with**

**Please enter the Local Government /Business Name of Recipient Organization**

**through**

Click or tap here to enter text.

**Contract Number:**

**Please enter Contract Number**

**For**

**Provide Project Title/ Primary Contract Purpose in 25 words or less**

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

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## Face Sheet

Contract Number: <Insert Number>

Energy Division, Energy Programs in Communities Unit  
<Insert Program(s) and/or Project(s)>

<b>1. Contractor</b> <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		<b>2. Contractor Doing Business As (as applicable)</b> <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
<b>3. Contractor Representative</b> <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		<b>4. COMMERCE Representative</b> <Insert name>                      <Insert mailing address> <Insert title>                      <Insert physical address> <Insert phone>                      <Insert location> <Insert FAX> <Insert e-mail>	
<b>5. Contract Amount</b> <Insert \$ Total>	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> <Insert date>
<b>9. Federal Funds (as applicable)</b> <Insert \$ amount>		<b>Federal Agency:</b> <Insert name>	
<b>10. Tax ID #</b> <Insert number>		<b>11. SWV #</b> <Insert number>	<b>12. UBI #</b> <Insert number>
<b>14. Award Method</b> <input type="checkbox"/> <b>Non-Competitive</b> <input type="checkbox"/> <b>Competitive</b>		<b>NOFO/RFX #</b> <Insert competitive process number or N/A>	
<b>15. Contract Purpose</b> <Briefly describe contract purpose>			
COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" - Proviso			
<b>FOR CONTRACTOR</b>  _____ <insert name>, <insert title>  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>APPROVED BY</div> <div>AS ASSISTANT</div> <div>TO ATTORNEY</div> <div>FORM ONLY</div> </div> APPROVAL ON FILE	

## **DECLARATIONS**

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

### **CLIENT INFORMATION**

Legal Name:

Agreement Number:

Award Year:

State Wide Vendor Number:

### **PROJECT INFORMATION**

Project Title:

Project Address:

Project City:

Project State:

Project Zip Code:

### **GRANT INFORMATION**

Grant Amount:

Non-State Match (1:X)

Type of Match Accepted:

Earliest Date for Reimbursement:

Time of Performance:

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #3 Billing Procedures and Payment)**

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

### **2. INSURANCE (Replaces Special Terms and Conditions Section #6 Insurance)**

The Contractor shall provide insurance coverage as set out in this SECTION. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses



arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required and requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

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

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

### **3. SUBCONTRACTING (Replaces General Terms and Conditions #37 Subcontracting)**

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

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

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

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

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

## **Special Terms and Conditions**

### **1. CONTRACT MANAGEMENT**

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

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

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

### **2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] 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](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

### **3. COMPENSATION**

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

### **EXPENSES**

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

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

### **4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT)**

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

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

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

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

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

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

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

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

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

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

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

## **5. SUBCONTRACTOR DATA COLLECTION**

Contractor 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 Contract performed by subcontractors and the portion of Contract

funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6.**

**HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor 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 Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 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. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor 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 Contractor 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 Contractor 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 Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor 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 Permit.

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 Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**7. INSURANCE (Replaced by Program Specific Terms and Conditions #2 INSURANCE)**

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

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

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

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

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

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

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

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

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

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

~~**A.** The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.~~

~~**B.** Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.~~

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

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

## **9. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions

- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALLOWABLE COSTS**

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

### **3. ALL WRITINGS CONTAINED HEREIN**

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

### **4. AMENDMENTS**

This Contract 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.

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

The Contractor 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.

### **6. APPROVAL**

This Contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

## **7. ASSIGNMENT**

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

## **8. ATTORNEYS' FEES**

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

## **9. 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.

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

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

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

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

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

## **11. CONFORMANCE**

If any provision of this Contract 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.

## **12. CONFLICT OF INTEREST**

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

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers,



employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

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

### **13. COPYRIGHT**

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

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

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

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

### **14. DISALLOWED COSTS**

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

### **15. DISPUTES**

Except as otherwise provided in this Contract, 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 Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

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

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

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

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

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

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

Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

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

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

#### **18. INDEMNIFICATION**

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

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

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

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

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

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor 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 Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

#### **20. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW. If the Contractor 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 Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, 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 Contractor.

#### **21. LAWS**

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

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

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

## **23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

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

## **25. NONDISCRIMINATION**

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

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

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

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

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **26. PAY EQUITY**

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

**A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

## **27. POLITICAL ACTIVITIES**

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

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

## **28. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, 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 Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

## **29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract 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 Contract 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.

## **30. PUBLICITY**

The Contractor 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.

## **31. RECAPTURE**

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

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

## **32. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 Contract.

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

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

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

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

### **34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

### **35. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

### **36. SEVERABILITY**

The provisions of this Contract 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 Contract.

### **37. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #3 SUBCONTRACTING)**

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

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

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

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

### **38. SURVIVAL**

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

### **39. TAXES**

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

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

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

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

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

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

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

### **42. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 Contract. COMMERCE may withhold from any amounts due the Contractor 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 Contract.

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

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and 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 subcontracts;

- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

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

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

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

#### **44. WAIVER**

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

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

(Sample SOW)

A Statement of Work (SOW) is a comprehensive document that outlines the specific tasks, deliverables, and expectations associated with a project or contract. It serves as a roadmap for both the contracting agency and the vendor, ensuring clarity and alignment throughout the project lifecycle.

Based on the provided description, the Statement of Work for the project would include the following components:

1. **Project Overview:** This section provides an overview of the project, including its purpose, scope, and objectives. It outlines the need to support critical community needs during power outages.
2. **Project Development and Design:** This section details the tasks related to project development and design, such as ensuring compliance with industry standards and codes, community engagement, and outreach.
3. **Contracting and Permitting:** This section outlines the procurement process for equipment and subcontractors, as well as the procedures for obtaining permits and utility interconnection agreements.
4. **Equipment Delivery, Installation, and Construction:** This section specifies the tasks related to site preparation, equipment installation, electrical connections, monitoring software setup, inspections, and compliance with regulatory requirements.
5. **Systems Integration and Commissioning:** This section describes the tasks involved in commissioning the system, testing system functionality and control systems, and providing training on equipment operation and maintenance.
6. **Measurement and Verification:** This section outlines the requirements for collecting performance data, reporting measurement and verification results, and communicating project outcomes to stakeholders.

Overall, the Statement of Work provides a detailed roadmap for the project, outlining the specific tasks and deliverables required for its successful execution.



**Attachment B**

**Attachment B: Budget**

(Sample Budget)

<b>Milestone</b>	<b>Project Activity and Task (EXAMPLE)</b>	<b>Deliverable(s) (EXAMPLE)</b>	<b>Activity Period</b>	<b>Milestone \$ Designated in Budget</b>	<b>Milestone \$ Designated as Match</b>	<b>Total Project Cost</b>
<b>A</b>	Project Development and Design	Completed project design documentation & community engagement report				
			<b>Activity A Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>B</b>	Contracting and Permitting	Procurement documentation, permit approvals, utility agreements				
			<b>Activity B Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>C</b>	Equipment Delivery, Installation, and Construction	Photos of installed equipment, completed site restoration, & documentation of passed inspections.				
			<b>Activity B Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
			<b>Budget Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## Attachment B

### **Attachment C: Reporting**

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The template report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

- A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
- Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
- Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

#### **Quarterly Reports Submission Deadlines**

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

## **Attachment D: Proviso**

### **Year of Enacted Capital Budget**

(Applicable Proviso inserted here)