



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

REQUEST FOR APPLICATIONS (RFA)

RFA NO. CESP-CLEANENERGY25

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

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

PROJECT TITLE: RFA for Clean Energy Siting & Permitting Grants 2025

APPLICATION DUE: October 9, 2025 at 11:59 AM, Pacific Time, Olympia, WA

ESTIMATED TIME PERIOD FOR CONTRACT: Period of performance begins as soon as contracts are executed and ends June 2027.

APPLICANT ELIGIBILITY: This RFA is open to those applicants listed below which satisfy the minimum qualifications stated herein and are available for work in Washington. Additional applicant eligibility requirements correspond to specific project categories.

- ❖ Port Districts
- ❖ Counties
- ❖ Cities and Towns
- ❖ Special Purpose Districts
- ❖ Other Municipal Corporations
- ❖ Quasi-municipal corporations
- ❖ Federally Recognized Tribes

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

CONTENTS OF THE REQUEST FOR APPLICATIONS:

1. Introduction
2. General Information for Applicants
3. Application Contents
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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Department of COMMERCE, hereafter called “COMMERCE,” is initiating this Request for Applications (RFA) to fund clean energy siting and permitting projects in Washington.

Funding amounts are estimated and are subject to legislative authority and fund balances at the time of awards.

In total, approximately **\$4.85** million is available through this solicitation.

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

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

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

1.2 OBJECTIVES AND SCOPE OF WORK

To advance state policy goals, including the 2021 [Washington State Energy Strategy](#) and the [HEAL Act](#), COMMERCE is prioritizing projects that advance clean energy and reduce greenhouse gas emissions through activities that facilitate the siting and permitting of clean energy projects.

The primary purpose of grants funded under this solicitation must be to support planning of clean energy projects in Washington. By providing targeted grant funding, this program aims to reduce barriers to clean energy development, increase local capacity, and promote more timely and efficient permitting processes. These efforts are intended to help communities prepare for and attract clean energy investments, while aligning with the state’s broader climate and energy goals. All awards made under this solicitation will be required to follow [executive order 21-02](#), as applicable.

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.

In addition, priority is given geographies that are experiencing the highest volume of development interest, to tribes and to jurisdictions that have received, reviewed, or supported a permitting application since 2022 for clean energy projects of at least 10 megawatt (MW) capacity (renewable, non-emitting, energy storage, or a combination of these technologies).

1.3 MINIMUM QUALIFICATIONS

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

- Unless the Applicant is a federally recognized tribe, applicants must be licensed to do business in the State of Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Contractor.
- Applicants must be in good standing with all applicable federal, state, and local laws and requirements, including with the Department of Commerce.
- Applicants must be one of the following entities
 - Port Districts
 - Counties
 - Cities and Towns
 - Special Purpose Districts
 - Other Municipal Corporations
 - Quasi-municipal corporations
 - Federally Recognized Tribes
- 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.
 - Eligible uses of grant funding provided in this section include:
 - clean energy planning, siting and permitting
 - supporting predevelopment work for sites intended for clean energy projects
 - land use studies
 - conducting or engaging in planning efforts such as:
 - planned actions
 - programmatic environmental impact statements
 - staff to improve permit timeliness and certainty
 - Fund staff and consultants to improve permitting workflows, reduce delays, and improve interagency coordination at the local level.

Applications that do not clearly meet or exceed all minimum qualifications listed above are non-responsive and will not be evaluated.

1.4 FUNDING

Funding for this program is authorized by the state's 2025-2027 biennial operating 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.

This program aims to award approximately \$4.85 million in grants. Funding amounts are estimated and are subject to legislative authority and fund balances at the time of awards. Additional funds may become available through other sources including but not limited to additional funding as authorized by the legislature or the federal government.

Commerce intends to award multiple contracts through this RFA. The minimum award amount is \$30K and the maximum award amount for a single award is \$1,200,000. Applications requesting below the minimum or in excess of the maximum will be considered non-responsive and will not be evaluated.

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

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

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

Matching Funds

Matching funds are not required. 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.

Match can include but not limited to:

- Non-State Local Match
- Direct investment (cash)
- In-Kind (varied options)

1.5 PERIOD OF PERFORMANCE

Period of performance begins as soon as contracts are executed and ends June 30, 2027.

Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the contract for two one-year periods, subject to availability of funding.

1.5 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to [chapter 42.52 of the Revised Code of Washington \(RCW\)](#). Applicants are encouraged to familiarize themselves with the requirements prior to submitting a Proposal that includes current or former state employees.

1.6 DEFINITIONS

Definitions for the purposes of this RFA include:

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

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

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

Certainty: This includes projects that give applicants, developers, and stakeholders greater confidence and predictability in the permitting process—knowing what to expect, how long it will take, and what requirements will apply.

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

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

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

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.

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.

Planned action: types of development or redevelopment undertaken by a city or county in alignment with their comprehensive plan under the Growth Management Act. The development or redevelopment must be in an urban growth area.

Request for Application (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.

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.

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.

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;

- 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.

1.7 ADA

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

2. GENERAL INFORMATION FOR APPLICANTS

2.1 RFA COORDINATOR

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

Name	Esther Nielsen
E-Mail Address	epicgrants@commerce.wa.gov
Program Website	EPIC website

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

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Applications	9/3/25
Question & answer period	9/3/25 – 9/18/25 5:00 pm PT
Answers to Q&A posted periodically	9/3/2025 – 10/2/2025
Pre-Proposal Conference	9/11/25
Applications due	10/9/25 by 11:59 a.m. PT
Evaluate Applications	10/10/25 – 10/27/25
Announce "Apparent Successful Contractor" and send notification via e-mail to unsuccessful Applicants	10/27/25 – 11/7/25
Hold debriefing conferences (if requested)	11/7/25-11/19/25
Negotiate contract	11/19/25-1/1/25
Earliest date contract may be signed	12/1/25

COMMERCE reserves the right to revise the above schedule.

2.3 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this RFA sent to the RFA Coordinator at the email address listed in Section 2.1 during this period. Questions should not identify the submitting person or organization. COMMERCE will answer all questions in a Q&A document posted on the program website no later than the date identified in Section 2.2.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-application conferences will be documented and answered in written form. No answers will be provided by phone.

2.4 PRE-APPLICATION CONFERENCE

A pre-application conference will be held on *September 11, 2025 at 1:00 pm*, Pacific time. The pre-proposal conference will be virtual only, on Zoom. Register [at this link](#) to receive the meeting link for the pre-application conference. All prospective Applicants are encouraged attend; however, attendance is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference will be documented and answered in written form. Pre-application conferences will be recorded and posted with the Q&A responses.

2.5 SUBMISSION OF APPLICATIONS

ELECTRONIC APPLICATIONS:

Applications must be submitted electronically through ZoomGrants. Only electronic applications will be accepted. The application must be received through ZoomGrants no later than the deadline stated in Section 2.2 Estimated Schedule of Procurement Activities.

Application link: <https://www.zoomgrants.com/zgf/CESP2025>

Applicants must adhere to the character limit for each question in ZoomGrants, unless otherwise noted.

E-mail and e-mail attachments will not be accepted unless the ZoomGrants system does not allow documents to be uploaded due to the size or file type, and only with prior permission from COMMERCE. Please email the address listed in Section 2.1 RFA Coordinator for additional instructions if you cannot upload documents to ZoomGrants.

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

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

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

Applicants should allow sufficient time to ensure timely receipt of the Application by the RFA Coordinator. Applicants are highly encouraged to submit the application 24 hours ahead of the deadline to allow time to resolve technical issues. In the event ZoomGrants is found to be at fault, late acceptance will be at COMMERCE'S sole determination.

Partial submissions will be disqualified. Partial submissions do not include any communication from the RFA Coordinator for any additional information. Exceptions will not be made for partial submissions. Requests for deadline extensions will not be granted. Applications and any accompanying documentation from Applicants that are not tribes become the property of COMMERCE and will not be returned.

Applicants may submit unlimited qualifying applications.

The proposal must be received by the RFA Coordinator no later than **11:59 AM**, Pacific Time, in Olympia, Washington, on **October 9, 2025**.

Applications may not be transmitted using facsimile transmission.

2.6 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

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

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

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

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

2.7 REVISIONS TO THE RFA

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

- On the program website listed in [Section 2.1 RFA Coordinator](#)
- COMMERCE'S public webpage, located at <https://www.commerce.wa.gov/contracting/>
- CESP program documents [on Box](#)

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

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

2.8 DIVERSE BUSINESS INCLUSION PLAN

Applicants are required to submit a Diverse Business Inclusion Plan with their Application describing in good faith their aspirational goals for subcontractor types. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. No minimum level of minority- or women-owned business, Washington Small Businesses, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

2.9 ACCEPTANCE PERIOD

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

2.10 COMPLAINT PROCESS

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

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

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

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

The RFA coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint is final. There is no appeal process.

2.11 RESPONSIVENESS

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

Disqualified Applicants will be notified after the announcement of the Apparently Successful Contractor(s).

Disqualified Applicants will be informed of the reason for disqualification; this shall constitute a debriefing conference for the purposes of [Section 4.5, Protest Procedure](#).

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

2.12 MOST FAVORABLE TERMS

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

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

2.13 CONTRACT GENERAL TERMS & CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Exhibit D. This sample contract is for information and review only and should not be returned with your Application. In no event is an applicant to submit its own standard contract terms and conditions in response to this RFA. All proposed edits to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

2.14 COSTS TO APPLY

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

2.15 NO OBLIGATION TO CONTRACT

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

2.16 REJECTION OF APPLICATIONS

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

2.17 COMMITMENT OF FUNDS

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFA. No services may begin and no cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.18 ELECTRONIC PAYMENT

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

2.19 INSURANCE COVERAGE

The Contractor is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract if requested.

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

3. APPLICATION CONTENTS

3.1 APPLICATION INSTRUCTIONS

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

Proposals must provide information in the same order as presented in the above table with the same headings. This will not only be helpful to the evaluators of the Proposal but should also assist the applicant in preparing a thorough response.

All application materials 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
- **Required Attachments**– “Required Attachment – Estimated Costs” and Exhibits A, B, and C must be completed, signed and included
- **Optional Attachments:** attachments may be used to supplement responses to questions, but will not be used to directly calculate the score

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

3.2 APPLICATION CONTENTS CHECKLIST

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
	WA Unified Business Identifier (UBI) number	Mandatory, Not Scored
	Current or Former State Employees	Mandatory, Not Scored
3. Project Information		
	Project Summary	Mandatory, Not Scored
	Project Purpose Explanation	Mandatory, Not Scored
	History of Recent Project Applications since 2022	Mandatory, Scored
	Project Location (Planning projects only)	Mandatory, Not Scored
	Project Description	Mandatory, Scored
	Match Funds	Mandatory, Not Scored
	Funding Sources	Mandatory, Not Scored
	Project Approach, Methodology, and Work Plan	Mandatory, Scored
4. Equity, Environmental Justice, Community Impact		
	Environmental Benefits	Mandatory, Scored
	Economic Benefits	Mandatory, Scored
	Community and Tribal Engagement	Mandatory, Scored
5. Management and Technical Proposals		
	Project Team and Partners	Mandatory, Scored
	Project Readiness	Mandatory, Scored
	Project Alignment with state energy goals	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, Not Scored
	Exhibit C – Worker's Rights Verification*	Mandatory, Scored
	Letters of Support	Optional
	Proposals, estimates, or other information to support project costs	Optional
	Other attachments	Optional

*** Attachments must be completed and signed**

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

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

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

The RFA Coordinator may contact the Applicant for clarification of any portion of their Proposal. Applicants are not permitted to submit, resubmit, correct, or change any materials of any kind after the date and time stated in [Section 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES](#).

To facilitate the equitable distribution of funds, COMMERCE may engage community members as grant application reviewers to assess applications on an environmental justice-focused basis.

4.2 EVALUATION BREAKDOWN

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

Scoring Rubric

<ul style="list-style-type: none"> • Prioritized Applicants: Any jurisdiction that has received, reviewed, or supported a permitting application since 2022 for clean energy projects of at least 10 MW capacity (renewable, non-emitting, energy storage, or a combination). • Geographies that are experiencing the highest volume of development interest. • Or Tribes or their authorized representative. 	10 pts
<ul style="list-style-type: none"> • Match: In the event of a tie between applications, the application with a higher percentage of matching funds above the relevant minimum will receive award 	Tiebreaker
<ul style="list-style-type: none"> • Workers rights certification (additional points): 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 Attachment C). 	5%
EQUITY, ENVIRONMENTAL JUSTICE AND COMMUNITY IMPACT	
<ul style="list-style-type: none"> • Environmental Benefits: The project's ability to provide environmental benefits to overburdened communities and vulnerable populations, as described with mapping tool(s) and a short narrative. • Economic Benefits: The project's ability to provide economic benefits to overburdened communities and vulnerable populations, including supporting workforce development or reducing energy burden. • Community Engagement: Applicants who conduct significant community engagement to identify community needs and preferences. • Tribal Engagement: Applicants who have completed appropriate tribal engagement and consultation. 	30 pts
MANAGEMENT AND TECHNICAL PROPOSALS	
<ul style="list-style-type: none"> • Project readiness: Applicant has a detailed plan of how activities will commence immediately upon award. • Project design and feasibility: Objectives are clearly defined. Project plan is detailed, clear, and likely to achieve the objectives. • Project alignment with state energy goals: Applicant clearly describes how the project advances Washington's clean energy and climate objectives. • Structure and qualifications of project team: Applicant has a qualified team to implement the project and adequate plans to select contractors. Appropriate partners are engaged and support the project. • Cost effectiveness: Costs are reasonable and projects provide a high value for the investment. 	50 pts
Total Available Points: 90 pts	

To evaluate the Equity, Environmental Justice and Community Impact criteria, applicants will provide a short narrative which will be evaluated. Applicants can use a mapping tool below to identify the population(s) served by their project.

- [Washington State Environmental Health Disparities Map](#)
- [Low-Income Energy Affordability Data Tool \(LEAD\)](#)
- [WA State Department of Ecology's Overburdened Communities Highly Impacted by Air Pollution StoryMap](#)
- [Social Vulnerability Index](#)

COMMERCE reserves the right to award the contract(s) to the Applicant(s) whose application is deemed to be in the best interest of COMMERCE and the state of Washington. COMMERCE reserves the right to consider geographic diversity or other service gaps when awarding funding.

4.3 NOTIFICATION TO APPLICANTS

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

4.4 DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Applicant who has submitted an application and received notice that they were not selected for contract negotiation may request a debriefing. The request for a debriefing conference must be received by the RFA Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed to the Applicant. The debriefing must be scheduled within three (3) business days of the request.

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

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

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

4.5 PROTEST PROCEDURE

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

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

All protests must be in writing, addressed to the RFA Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFA number, the grounds for the protest from the

list below with specific facts, and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in this RFA or COMMERCE policy.

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

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

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

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

The final determination of the protest shall:

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

If COMMERCE does not find merit in the protest, COMMERCE may enter into a contract with the Apparent Successful Contractor(s). If the protest is determined to have merit, one of the options above will be taken.

5. RFA EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Workers' Rights Certification

Exhibit D Service Contract Format with General Terms and Conditions

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

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

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

- ☐ are submitting proposed contract edits. If proposed contract edits are being submitted for consideration, I/we have attached them to this form. *(See Section 2.14)*
- ☐ are not submitting proposed contract edits. *(Default if neither are checked)*

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

Signature of Applicant

Date

Printed Name

Title

DIVERSE BUSINESS INCLUSION PLAN

Please see Section 2.9 for more information regarding the Diverse Business Inclusion Plan.

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

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

Organizational Goals:

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

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

State Certified Minority Owned Businesses:	___%
State Certified Woman Owned Businesses:	___%
State Certified Veteran Owned Businesses:	___%
Washington Small Businesses:	___%

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

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

State Certified Minority Owned Businesses:	___%
State Certified Woman Owned Businesses:	___%
State Certified Veteran Owned Businesses:	___%
Washington Small Businesses:	___%

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

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

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

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

Name: _____

Title: _____

Phone: _____

E-Mail: _____

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

CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS

Pursuant to the Washington State Governor's Executive Order 18-03 dated June 12, 2018, the Washington Department of Commerce is seeking to contract with qualified organizations which certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers. See Section 4.2.

RFA Number: CESP-CLEANENERGY25

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

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

OR

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

OR

- ☐ This organization certifies it has no employees.

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

NAME: _____
Print full legal entity name of organization

By: _____
Signature of authorized person Printed Name

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

Return to Procurement Coordinator as part of your complete response.



Interagency Agreement with

Enter Name of Governmental Entity

through

**Energy Programs in Community
Clean Energy Siting & Permitting 2025**

**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

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 #4 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. SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor 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 Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

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.

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

3. 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 Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The 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

4. 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.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

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."

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. 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.

4. COMPENSATION

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

Expenses

Grantee 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 Grantee for authorized expenses shall not exceed \$0, which amount is included in the Grant 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. Grantee 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.

5. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

~~COMMERCE will pay Grantee 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 Grant Number _____.~~

~~If applicable, Grantee 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 Grant 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 Grantee's Statewide Vendor (SWV) number.~~

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

~~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.).~~

6. 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.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

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
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

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

- “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- “COMMERCE” shall mean the Washington Department of Commerce.
- “Contract” or “Agreement” or “Grant” means the entire written agreement between COMMERCE and the Contractor, including any Attachments, 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.
- “Contractor” or “Grantee” 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.
- “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).
- “State” shall mean the state of Washington.
- “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. 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.

3. 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.

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- “Confidential Information” as used in this section includes:
 - All material provided to the Contractor by COMMERCE that is designated as “confidential” by COMMERCE;
 - All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- 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.

- 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.

6. 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.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. 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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. 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.

11. 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.

12. 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.

13. 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 calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. 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.

15. SUBCONTRACTING(Replaced by Program Specific Terms and Conditions #2 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.~~

16. 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.

17. 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.

18. 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.

19. 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:

- Stop work under the Contract on the date, and to the extent specified, in the notice;
- 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;
- 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;
- 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;

- 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;
- Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. 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.

- 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.
- 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.
- 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.
- The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. 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

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. **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: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

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

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 report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the operating budget proviso, legislature, governor's office, or COMMERCE.
4. 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.

Attachment D: Proviso

2025-2027 Biennium

HB 5167

NEW SECTION. Sec. 133. FOR THE DEPARTMENT OF COMMERCE—ENERGY AND INNOVATION

(3) \$5,000,000 of the climate commitment account—state appropriation is provided solely for grants to support port districts, counties, cities, towns, special purpose districts, any other municipal corporations or quasi-municipal corporations, and tribes to support siting and permitting of clean energy projects in the state. Eligible uses of grant funding provided in this section include supporting predevelopment work for sites intended for clean energy projects, land use studies, conducting or engaging in planning efforts such as planned actions and programmatic environmental impact statements, and staff to improve permit timeliness and certainty.

SAMPLE