



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
REQUEST FOR APPLICATIONS (RFA)
RFA NO. RDD-CEF7**

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

PROJECT TITLE: Research Development and Demonstration (RDD) Clean Energy Fund (CEF) 7 Program Request for Applications

APPLICATION DUE DATE: September 03, 2026 at 4:00 PM Pacific Time

EXPECTED TIME PERIOD FOR CONTRACT: November 2026 – November 2028

The performance period begins as soon as contracts are executed and ends November 2028. 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 provided in whole or in part by the Climate Commitment Act. Payments will be made on a **reimbursement basis** for deliverables accepted and/or allowable time and expenses.

CONTENTS OF THE REQUEST FOR APPLICATIONS:

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2. General Information
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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

In response to valuable feedback from a Request for Information (RFI) issued in November 2025, The Washington State Department of COMMERCE, hereafter called “COMMERCE,” will be accepting grant applications for the Clean Energy Fund 7 (CEF7) Research, Development, and Demonstration (RDD) Program from entities seeking funds for clean energy projects focused on emerging technologies that may provide breakthroughs in the clean energy sector.

The [2021 State Energy Strategy](#) (SES), [Biennial Energy Report](#), [Report on Clean Energy Fund Recommendations](#), [Comprehensive Climate Action Plan](#), and RFI, have all informed and guided the design of the CEF7 RDD program. The State Energy Strategy acknowledges the need for continued investment in research and development of emerging technologies to contribute to the state’s climate policy goals. This program funds projects that support these goals through strategic research and development for emerging clean energy generation and storage technologies, and climate change mitigation technologies, which may include greenhouse gas removal.

The Washington State Legislature created the Clean Energy Fund to fund projects that provide a public benefit through the deployment of clean energy technologies that save energy, reduce energy costs, reduce harmful air emissions, or increase energy independence for the state. The RDD program within the CEF7 is authorized in the 2025-2027 biennial Capital Budget, section 1022 of [the Substitute Senate Bill 5195](#). Both the SES and [Clean Energy Transformation Act](#) (CETA) also support the equitable distribution of benefits, and an inclusive transition, which this program has attempted to incorporate through the program design (see 1.2 Objectives).

Projects must be consistent with the 2021 State Energy Strategy (SES) adopted under chapter [43.21F RCW](#) and policies under chapter [19.405 RCW](#) ([Clean Energy Transformation Act \(CETA\)](#)), which requires Washington to develop an electricity supply that is 100% renewable or non-emitting by 2045. The [SES](#) provides guidelines for meeting the state’s greenhouse gas emission limits required under the Energy Independence Act ([RCW 19.285](#)). This program may be funded all or in part by the [Climate Commitment Act](#) (CCA), putting cap and invest dollars to work reducing climate pollution, creating jobs, and improving public health.

In total, approximately \$10,000,000 is available through this solicitation. Eligible Applicants could leverage funding to match current or upcoming federal opportunities. Projects anticipated to receive funding through this RFA include the testing and 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.

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, and catalyze energy storage technologies.

Successful grants for this program will be used to match federal or non-state funds to research, develop, and demonstrate clean energy technologies that strengthen the state’s climate goals. The primary purpose of grants funded under this solicitation must be to develop or demonstrate 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 (November 2028). Additionally, applicants should be prepared for the possibility of stopping work after June 30, 2027 if funds are not reappropriated. Applications should identify value added whether the funds are reappropriated or not.

PROJECT TYPES

The funds are intended to catalyze emerging technologies that change the conversion, use, storage and transportation of energy. These technologies should reduce reliance on fossil fuels, reduce risk of irregularities in power supply, offer opportunities for economic and job growth and strengthen technology supply chains. They could also reduce harmful air emissions, reduce energy costs, or increase energy independence for the state. Technologies should have demonstrated viability, but not commercialization, and show promise of break-through advancements. These technologies should be ready for component and/or system validation in a laboratory environment at a minimum, with full-scale prototype demonstration at a maximum.

Desired program outcomes for this solicitation include:

- Increased opportunity for Washington-based organizations to participate in federal opportunities by providing cost share or match funding assistance
- Non-state funding leveraged to help grow Washington’s clean technology sector
- New and stronger partnerships and technologies in the clean energy sector

Evaluation scoring and eligibility criteria are designed to prioritize:

- Projects that benefit vulnerable populations and overburdened communities, including tribes (prioritized through points in the equity section, and through funding carve outs)
- Projects that build upon Washington’s strengths in aerospace, maritime, information and communications technology, grid modernization, advanced materials, and decarbonizing the built environment (prioritized through project eligibility criteria)
- Projects that leverage the greatest amount of matching funds (prioritized through points and tie-breaker criteria).

ELIGIBLE TECHNOLOGIES

This program funds research, development and demonstration of new and emerging clean energy generation and storage technologies, and climate change technologies including greenhouse gas removal. Eligible projects must meet the minimum qualifications and be consistent with the recommendations put forth in the 2021 State Energy Strategy and Washington state clean energy policies including [Chapter 19.405 RCW \(CETA\)](#). Projects must be consistent with the intent the [funding proviso](#).

The following technology categories will be eligible (listed in alphabetical order):

- Advanced Bioenergy, Biofuels, and Biorefining
- Advanced Energy Storage, Battery Recycling, Battery Technologies
- Greenhouse Gas Removal Technologies and Carbon Capture
- Flexible Load Integration or Grid Modernization Technologies

Although other technologies may meet state policy goals, this solicitation has limited the acceptable project types due to limited funding availability. Eligible technologies were determined through an evaluation of Request for Information (RFI) responses, state policy priorities, and subject matter expert recommendations.

ELIGIBLE TECHNOLOGY READINESS LEVELS (TRL)

Technology Readiness Level (TRL) is a method of measuring the maturity of a technology, originally developed by NASA. While there are many TRL definitions and scales, this program will be utilizing a [Department of Energy Technology Readiness Levels](#) guide.

This program will focus funds on projects with technologies between **TRL 4-7**. Projects should be ready for laboratory validation at a minimum, with prototype demonstration in an operational environment at a maximum. See the full guiding definitions in [Section 1.7 Definitions](#).

- 4 - Component and/or system validation in laboratory environment
- 5 - Laboratory scale, similar system validation in relevant environment
- 6 - Engineering/pilot-scale, similar (prototypical) system validation in relevant environment
- 7 - Full-scale, similar (prototypical) system demonstrated in relevant environment

Examples of Ineligible Projects:

- Coal, oil, natural gas, or projects in which the primary focus involves these fossil fuels are not eligible for Clean Energy Fund RDD grants.
- Projects with feedstocks derived from crops raised on land cleared from old growth or first growth forests or dairy digester projects
- Projects that do not illustrate research, development or demonstration of an emerging technology or improve on proven technologies.
- Projects that do not fall within one of the listed eligible technology categories, and Technology Readiness Levels.
- Projects that install available systems infrastructure or implement systems of proven, commercial technologies.
- Conventional and commercially available technology, unless there is an inherent and substantially innovative application.

Examples of Eligible Expenses:

- Any equipment with at least a 13-year lifespan, that is necessary and reasonable for the project.
- Materials that are necessary and reasonable for the project.
- Subcontracts or labor that is necessary and reasonable for the project.

Examples of Ineligible Expenses:

- Property purchases and leases, or activities related to site selection or acquisition;
- Equipment purchases for capital assets that would not be completed during the grant performance period (see Section 1.5 PERIOD OF PERFORMANCE);
- Buildings and structures (there may be appropriate exceptions as deemed by COMMERCE);
- Rolling stock and other non-capital assets;
- Software upgrades and maintenance agreements;
- Standalone software not developed as part of the integration of aforementioned technologies.
- Maintenance and or replacement of existing assets that are not integral to the integration of aforementioned technologies.
- Grant proposal development for future State or other funding applications.
- Expenses related to commercial demonstration or full-scale deployment in final form

Each primary Applicant may only submit one application and in turn may only receive one grant award as the primary grantee. There is no limit to the number of applications and projects an organization can contribute to as a partner, so long as at least 51% of the primary project benefits belong to the primary applicant.

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.

Applicants should be prepared to share any real or potentially perceived conflicts of interest from anyone on the project team.

APPLICANT ELIGIBILITY:

- Applicants must be:
 - Local governments, federally recognized tribal governments or tribe's contracted service providers, public and private utilities that serve retail customers in the state, for-profit entities, research institutions, nonprofit organizations, or state agencies.
 - Licensed to do business in the state of Washington (This requirement may not apply to tribal entities.) Preference is for Washington-based organizations, but applicants may be considered eligible if they become licensed to do business in WA prior to contracting.
 - Must demonstrate significant in-state presence and investment by conducting primary research, development, demonstration, and deployment in Washington state.
 - In good standing with all applicable federal, state, and local laws and requirements, including with the Department of Commerce.

PROJECT ELIGIBILITY:

- Projects must:
 - Research, develop, and demonstrate eligible clean energy technologies which:
 - Have demonstrated viability, but not commercialization,
 - Are new and/or emerging or have expanded existing technologies through innovation, such as novel configurations or significant increased efficiencies. Any novel configurations or increased efficiencies must result in significant advancements. Minor improvements will not be eligible.
 - Develop or acquire capital assets with a minimum of thirteen-year lifespan AND be located in the state of Washington.
 - Be consistent with the [2021 State Energy Strategy](#) adopted under chapter 43.21F RCW and policies under chapter 19.405 RCW.
 - Be complete within 24 months of contract execution
- **Project must fall within one or more of the following technology categories:**
 - Advanced Bioenergy, Biofuels, and Biorefining
 - Advanced Energy Storage, Battery Recycling, Battery Technologies
 - Greenhouse Gas Removal Technologies and Carbon Capture
 - Flexible Load Integration or Grid Modernization Technologies
- **Project must fall within one or more of the following** (see full [Definitions in Section 1.7](#)):
 - 4 - Component and/or system validation in laboratory environment
 - 5- Laboratory scale, similar system validation in relevant environment
 - 6- Engineering/pilot-scale, similar (prototypical) system validation in relevant environment
 - 7- Full-scale, similar (prototypical) system demonstrated in relevant environment

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 any relevant terms.

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 Contract provided in Exhibit D to review grantee obligations for acknowledging Climate Commitment Act Funding.

Approximately \$10 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. In the event additional funding becomes available, any partially awarded contract may be amended to provide for additional related services. Additional funding is not guaranteed. Any funds that are not spent by the end of the biennium, June 30, 2027, are subject to legislative reappropriation, and are not guaranteed. Applicants should be prepared to split their project into discrete parts for funding available before and after June 30, 2027.

All applicants may request a minimum of \$150,000 and a maximum of \$2,000,000. Applications requesting more or less than these amounts may be rejected as non-responsive and may 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.

Matching Funds or Cost Share requirements will depend upon the applicant type. Note that at least 51% of the primary project benefits must belong to the primary applicant. In instances where contracted service providers are applying on behalf of a tribe, the tribe must receive at least 51% of the primary project benefits.

The program will split funding into tracks as follows:

Track	Eligible Applicants	Funding Available	Match Requirement
1	Non-profits; local governments; consumer-owned retail electric utilities; non-R1 research institutions; <i>excludes national labs</i> . Tribes (tribal governments or contracted service providers)	Funding goal of \$2 million or 20% of available funding (Any track 1 proposals that are not selected within the funding goal will be evaluated with track 2 applicants. Match requirements will not be affected.)	1:4 (\$1 match for every \$4 from Commerce) Tribes: No match required.
2	Private sector applicants, national labs, higher education institutions, Investor-owned retail electric utilities and established research institutions State agencies	Funding goal of \$8 million or 80% of available funding	1:1 (\$1 of match for every \$1 from Commerce) State agencies: No match required, although projects with match will be prioritized. Match from state agencies is allowed to come from state funded sources.

Applicants who have secured match funds prior to application should include documentation in the application as an attachment. Projects that are in the process but do not have secured match prior to application will still be eligible. Match must be confirmed as secured before a contract is executed. If

an application does not meet the minimum match amount for the applicant type, the application will be considered non-responsive and Commerce will not evaluate the application.

Matching funds may be sought from lending institutions, investors, federal awards, non-state awards, or applicants. In-kind or cash may be claimed as match, but cannot be utilized as match for any other funding sources. Match cannot be originally paid from any state sources, unless the applicant is a state agency. Match funds should be available at the time of contract execution and expenses may not be incurred prior to the award date.

Applicants are expected to notify COMMERCE of all applicable non-state award decisions. Applicants who do not receive their non-state match funding within six (6) months of receipt of their RDD conditional award letter may have their award withdrawn but may apply for future funding pending new opportunity announcements.

Grant funding provided under this solicitation must not be used to supplant or displace previous, current, or future funding. Applicants must disclose all sources of public funds in the budget. Along with other priorities, Commerce will prioritize projects that leverage the greatest amount of matching funds.

COMMERCE reserves the right to reduce award amounts to ensure minimum match requirements are met. All costs must be necessary and reasonable to accomplish the proposed project as described in SECTION 1.2, OBJECTIVES.

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

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 November 1, 2026 and to end on November 30, 2028. Contracts with a period of performance beyond June 2027 may be executed, however spending will be subject to legislative re-appropriation. Applicants should be prepared to identify the value the project will deliver within the two year project period, and how that value would be preserved if legislative reappropriation is not available beyond June 2027.

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:

Advanced Bioenergy, Biofuels, and Biorefining technology: Technology that converts organic materials into renewable energy. Feedstocks derived from crops raised on land cleared from old growth or first growth forests are not allowable. For the purposes of this solicitation, Dairy Digester or anerobic digester technology is not eligible.

Anerobic Digester or Dairy Digester: Animal excreta with or without straw are collected and anaerobically digested in a large containment vessel or covered lagoon. Digesters are designed and operated for waste stabilization by the microbial reduction of complex organic compounds to CO₂ and CH₄, which is captured and flared or used as a fuel.

Apparent Successful Applicant/Bidder/Vendor/Grantee/Awardee/Contractor: 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.

Capital Asset: The definition of “Capital Asset” has been modified from that of the Office of Financial Management to provide generic guidance to Research, Development and Demonstration applicants. Please note that eligible capital assets will depend on the type of RDD project and will be considered on a case by case basis. For this program, a capital asset may be tangible or intangible assets which have a service life of more than thirteen years and meet the state’s capitalization policy. Examples of capital assets that may be eligible could include infrastructure, leasehold improvements, furnishings, equipment, machinery, replicable designs or unique software relevant to the demonstration project.

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.

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

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.

Executed Contract: A contract that has been fully signed by all parties involved.

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. Also called Contractor, Awardee, Recipient, or Vendor.

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.

Match: (or “Cost Share”) those costs, including cash and in-kind, that the applicant will incur from its own resources or from other cooperating organizations to complete the project described in the proposal. ([WAC 255-02-040](#))

New awardee: an applicant that has not previously received a Commerce Clean Energy Fund award under another RDD program.

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](#).

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

Renewable Energy: a) Water; (b) wind; (c) solar energy; (d) geothermal energy; (e) renewable natural gas; (f) renewable hydrogen; (g) wave, ocean, or tidal power; (h) biodiesel fuel that is not derived from crops raised on land cleared from old growth or first growth forests; or (i) biomass energy. [RCW 19.405.020: Definitions. \(wa.gov\)](#)

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.

Small business: An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; or (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years; or (b) Is certified with the Office of Women and Minority Business Enterprises under chapter 39.19 RCW.

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.

Technology Readiness Levels:

(Largely adapted from the [Department of Energy's Technology Readiness Levels](#) guide.) Levels 4-7 are eligible for this RFA.

TRL LEVEL	Definition	Description
1	Basic principles observed and reported	Scientific problem or phenomenon identified. Essential characteristics and behaviors of systems and architectures are identified using mathematical formulations or algorithms. The observation of basic scientific principles or phenomena has been validated through peer-reviewed research. Technology is ready to transition from scientific research to applied research.
2	Technology concept and/or application formulated	Applied research activity. Theory and scientific principles are focused on specific application areas to define the concept. Characteristics of the application are described. Analytical tools are developed for simulation or analysis of the application.
3	Analytical and experimental critical function and/or characteristic proof of concept	Proof of concept validation has been achieved at this level. Experimental research and development is initiated with analytical and laboratory studies. System/integrated process requirements for the overall system application are well known. Demonstration of technical feasibility using immature prototype implementations are exercised with representative interface inputs to include electrical, mechanical, or controlling elements to validate predictions.
4	Component and/or system validation in laboratory environment	Alpha prototype (component): Standalone prototyping implementation and testing in laboratory environment demonstrates the concept. Integration and testing of component technology elements are sufficient to validate feasibility.
5	Laboratory scale, similar system validation in relevant environment	Beta prototype (component): Thorough prototype testing of the component/process in relevant environment to the end user is performed. Basic technology elements are integrated with reasonably realistic supporting elements based on available technologies. Prototyping implementations conform to the target environment and interfaces.
6	Engineering/pilot-scale, similar (prototypical)	Beta prototype (system): Prototyping implementations are partially integrated with existing systems. Engineering

	system validation in relevant environment	feasibility fully demonstrated in actual or high fidelity system applications in an environment relevant to the end user.
7	Full-scale, similar (prototypical) system demonstrated in relevant environment	System/process prototype demonstration in an operational environment- Integrated pilot (system): System prototyping demonstration in operational environment. System is at or near full scale (pilot or engineering scale) of the operational system, with most functions available for demonstration and test. The system, component, or process is integrated with collateral and ancillary systems in a near production quality prototype.
8	Actual system completed and qualified through test and demonstration.	End of system development. Full-scale system is fully integrated into operational environment with fully operational hardware and software systems. All functionality is tested in simulated and operational scenarios with demonstrated achievement of end-user specifications. Technology is ready to move from development to commercialization.

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.

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

Veteran-owned business: A business certified by the Washington Department of Veteran Affairs.

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	Brianna Gomez-Catalan
E-Mail Address	EPICgrants@commerce.wa.gov
Program Website	https://www.commerce.wa.gov/epic/rdd/
Box Folder	https://deptofcommerce.box.com/s/cdfea1gsfmp03mq7ajq5n7mcyrn68bpg

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

Issue Request for Applications	June 30, 2026
General Applicants' Conference	July 13, 2026
Tribal Applicants' Conference	July 14, 2026
Question & answer period	June 30 – Aug 07, 2026
Answers issued no later than	Aug 17, 2026
Applications due	Sept 03, 2026 4:00 PM Pacific
Evaluation	Sept 04 – Oct 22, 2026
Announce "Apparent Successful Applicant" and send notification via e-mail to unsuccessful Applicants	Oct 23, 2026
Hold debriefing conferences (if requested)	Oct 26 – 30, 2026
Negotiate contract	Nov 02, 2026 – March 30, 2027
Earliest date contract may be signed	Nov 02, 2026

COMMERCE reserves the right to revise the above schedule.

2.3 APPLICANTS' CONFERENCE

Commerce will offer two Applicants' conference to present information on the RFA and answer questions live. The first conference will be held on **July 13, 2026 at 2:00 pm**, Pacific Time. The conference will be virtual only and is open to any potential applicant. Registration for the conference can be completed here:

- July 13, 2026 2:00pm: [Webinar Registration - Zoom](#)

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

The second conference is for Tribal applicants only, and no registration will be required. This conference will not be recorded.

- July 14, 2026 2:00pm: [Tribal Webinar - ZOOM](#)
Passcode: 499079

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at either 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 "RDD RFA CEF7" 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 portal no later than **4:00 pm Pacific Time on Sept 03, 2026.** Only Excel applications submitted via the Smartsheet portal will be accepted.

Application Submission Portal Link:

<https://app.smartsheet.com/b/form/019df92d383371918e3845a51f54553f>

Application Materials Box Link:

<https://deptofcommerce.app.box.com/s/cdfea1gsfmp03mq7ajq5n7mcyrn68bpq>

Applications must be submitted electronically through Smartsheet. 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 Smartsheet 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 Smartsheet 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 with red underlined text, and the particular exemption from disclosure upon which the Applicant is making the claim must be cited in that response. 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.

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 D. 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.

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

EXCEL APPLICATIONS:

Applications must be written in English and submitted electronically to Smartsheet at the link provided in [Section 2.5 SUBMISSION OF APPLICATIONS](#). Applicants must answer all required questions in the EXCEL application, and provide the following as attachments to the Smartsheet submission portal:

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

Your application may be disqualified if you fail to attach one of these required attachments. A Word Document version of the application is available for drafting, but will **not** be accepted as the final application submission.

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, partnership letters, claim validation, proposal estimates, or other documentation that indicates project-readiness. Attachments should be referenced in one or more application response to ensure sufficient context is provided. Applicants are encouraged to provide backup documentation verifying any claims made in the application. See [section 2.6 Proprietary Information](#) for information on public disclosure laws.

APPLICATION CHECKLIST

Below is an overview of the application. See Excel application for more detailed questions. Application questions will also be available in Box in a Word format for drafting purposes only. See [section 2.1 RFA COORDINATOR](#) for links.

1. Application Information		
	Project Title	Mandatory, Not Scored
	Requested Grant Amount	Mandatory, Not Scored
	Match Amount (Cost Share)	Mandatory, Not Scored
	Project Site Address	Mandatory, Not Scored
	Applicant Contact Information	Mandatory, Not Scored
	Organization Information	Mandatory, Not Scored
	Past awards	Mandatory, Scored
2. Technical Proposal		
	Project Technologies	Mandatory, Not Scored
	Technology Readiness Level	Mandatory, Not Scored
	Project Description (induces scalability)	Mandatory, Scored
	Project Approach, Methodology, and Work Plan	Mandatory, Scored
	Measures of Success	Mandatory, Scored
	Risks	Mandatory, Scored
	Capital Asset	Mandatory, Not Scored
3. Team		

	Facility and Organization	Mandatory, Scored
	Team	Mandatory, Scored
	Roles and responsibilities	Mandatory, Scored
4. Community Impact		
	Community, Economic and Environmental benefits	Mandatory, Scored
5. Project Timeline		
	Project Schedule	Mandatory, Scored
	Timeline Narrative (including project readiness)	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

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 B) 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 C) 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 anticipated points will be assigned for evaluation purposes:

Criteria	Scoring	Total Points
MANAGEMENT AND TECHNICAL PROPOSALS		
Application Section 2, Project design and feasibility: Objectives are clearly defined. Project plan is detailed, clear, and likely to achieve the objectives. This section should contain project details such as: <ul style="list-style-type: none"> • Background • Intended outcome • Methodology • Anticipated Risks • Anticipated Workplan 	30 pts	85 pts
Application Section 3, 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.	15 pts	
Application Section 5, Project readiness: Project is at an advanced stage of project development, ready to proceed to contracting upon award and likely to be completed within a two-year time frame.	20 pts	
Application Section 6, Cost effectiveness: Costs are reasonable and project provides a high value for the investment; The project is scalable and/or has a clear path to commercialization.	20 pts	
EQUITY, ENVIRONMENTAL JUSTICE AND COMMUNITY IMPACT		
Application Section 4, Environmental & Community Benefits: The project's ability to provide environmental benefits or community benefits during the project period. Points will be awarded if there are no adverse impacts, a clear plan to mitigate adverse impacts, or a generally positive impact. In order to receive full points, there needs to be specific demonstrated and actual benefits to tribes, overburdened communities and/or vulnerable populations within the scope of the project (not including anticipated benefits at full commercialization). Generic, unverified or theoretical future benefits will not be considered.	15 pts	15 pts

ADMINISTRATIVE		
New Awardees: Applicant has not previously received a Commerce award under the Clean Energy Fund RDD program.	+5 pts	Up to 15 additional points, and tiebreaker
Match: In the event of a tie between applications, the application with a higher percentage of matching funds above the relevant minimum will receive the award.	Tiebreaker	
WA Based Organizations: Applicants that have been based in Washington state for at least 1 year will be prioritized. Status will be verified with UBI.	+5 pts	
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	5% of awarded points	
Total Available Base Points: 100 pts		
Highest possible score including administrative points: 115 pts		

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 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 upon the Notification of Unsuccessful Application 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. 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

EXHIBIT A: 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

EXHIBIT B: DIVERSE BUSINESS INCLUSION PLAN

Please see Section 3.2 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 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.**

EXHIBIT C: 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.

EXHIBIT D: EXAMPLE CONTRACT – DO NOT COMPLETE



Capital Agreement with

[[ContractorName]]

through

Click or tap here to enter text.

Contract Number:

[[ContractNumber]]

For

[[ProjectName]]

Dated: [[StartDate]]

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Face Sheet

Contract Number: [[ContractNumber]]

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

1. Contractor [[ContractorName]] [[ContractorAddress1]] [[ContractorAddress2]] [[ContractorCity]] [[ContractorState]] [[ContractorZip]]		2. Contractor Doing Business As (as applicable) [[DBAName]] <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Contractor Representative [[VendorContact]] [[VendorContactTitle]] [[VendorContactPhoneNumber]] [[VendorContactEmail]]		4. COMMERCE Representative [[CommerceManagerName]] P.O. Box 42525 Program Manager 1500 Jefferson Street SE [[CommerceManagerPhone]] Olympia, WA 98501-2355 [[CommerceManagerEmail]]	
5. Contract Amount [[ContractTotalAmount]]	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date [[StartDate]]	8. End Date June 30, 2027, if funds are not reappropriated; <i>(planned end date)</i> , contingent on reappropriation.
9. Federal Funds (as applicable) [[FederalFundsAmt]]		Federal Agency: [[FederalAgency]]	
10. Tax ID # [[ContractorTaxId]]		11. SWV # [[ContractorNumber]]	12. UBI # [[ContractorUBINum]]
14. Award Method <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Competitive		NOFO/RFX # Choose an item.	
15. Contract Purpose <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.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Jennifer Grove, Assistant Director, Energy _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

1.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."

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 [[ContractTotalAmount]] 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 \$0, 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

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 [[ContractNumber]].

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

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.

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. MILESTONE PAYMENT

COMMERCE shall compensate the Contractor in accordance with the amounts specified in Attachment B upon the acceptance of the full completion of each milestone as defined in Attachment A. Full milestone completion means COMMERCE's determination of the Contractor's completion of all deliverables associated with the applicable milestone and the submission of a detailed invoice in accordance with Special Term and Condition #5 Billing Procedures and Payment.

COMMERCE shall have no obligation to make any payment until all deliverables within a given milestone are demonstrated to be complete to COMMERCE's satisfaction.

The parties acknowledge if one or more deliverables within a milestone are delayed by more than three (3) months due to circumstances beyond the Contractor's control, COMMERCE may, in its sole discretion, enter into negotiations with the Contractor to determine whether partial payment may be made for the completed deliverables within that milestone. identified on the Face Sheet.

10. REDUCTION IN FUNDS

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

11. REAPPROPRIATION

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

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

12. **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
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Application submitted by contractor in response to the Program RFA

2. 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

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 COMME

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:

Project Overview: This section provides an overview of the project, including its purpose, scope, and objectives.

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.

Contracting and Permitting: This section outlines the procurement process for equipment and subcontractors, as well as the procedures for obtaining.

Equipment Delivery, Installation, and Construction: This section specifies the tasks related to site preparation, equipment installation, inspections, and compliance with regulatory requirements.

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.

Analytics and monitoring: 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. (Sample Budget)

Milestones (A-D)	Project Activity & Task	Deliverable(s)	Expected Completion Date*	Percent of Grant	\$ Applicant Match	\$ Amount of Grant
A: Project Development, Design and Contracting			Month-year	#DIV/0!	\$0	\$0
A1	Complete Project Scoping & Review	Overview document including permitting Strategy & Risk Assessment				
A2	Complete GEO 21-02 compliance	Records of tribal and DAHP consultation, as required				
A3	Complete initial design	Design Specifications and supporting engineering documentation				
B: Procurement			Month-year	#DIV/0!	\$0	\$0
B1	Order major equipment	Copy of paid down payment receipt				
C: Equipment Delivery, Installation, Construction, Integration & Commissioning			Month-year	#DIV/0!	\$0	\$0
C1	Complete equipment installation	Photo and report of installed equipment including any relevant commissioning reports				
D: Analytics & Monitoring			Month-year	#DIV/0!	\$0	\$0
D1	Collect System performance data	Minimum of 1 year of information on the performance of the system and it's impact on clean energy production in the community				
D2	Share Story telling	Project narrative communicated with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling				
			TOTALS:	#DIV/0!	\$0	\$0

Attachment C: Reporting

Quarterly Reports

The Grantee must submit quarterly written reports to COMMERCE, using the report form provided by COMMERCE, no later than fifteen (15) days after the end of each quarter. Each report must include:

1. A narrative summarizing project activities, risks and issues identified or mitigated, and lessons learned.
2. A description of milestones completed during the quarter and milestones anticipated in the next quarter.

Periodic Reporting

The Grantee may be required to provide additional information or metrics necessary to satisfy reporting requirements of the capital budget proviso, the legislature, the governor's office, or COMMERCE. Such requirements may include, but are not limited to, information needed to comply with the Climate Commitment Act (CCA) (*RCW 70A.65*), the Healthy Environment for All (HEAL) Act (*RCW 70A.02*), or other current or future statutory or policy reporting obligations.

Final Report and Fact Sheet

A final report and fact sheet must 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

25-27 Clean Energy Grants
CEF7 - Clean Energy Fund Grants
SUBSTITUTE SENATE BILL 6003

Sec. 7002. FOR THE DEPARTMENT OF COMMERCE

2025-27 Clean Energy Fund Program (40000679)

The appropriation in this section is subject to the following conditions and limitations:

(1) \$26,000,000 of the ~~((state building construction account—state))~~ —state appropriation in this section is provided solely for competitive grants to eligible entities for predevelopment, design, and construction of projects that provide a public benefit through research, development, demonstration, or deployment of clean energy technologies that save energy and reduce energy costs, reduce harmful air emissions, or increase energy independence for the state. Priority must be given to projects that benefit vulnerable populations and overburdened communities, including tribes.

(2) Entities eligible for grant funding under this section include local governments, federally recognized tribal governments and tribes' contracted service providers, public and private utilities that serve retail customers in the state, for-profit entities, research institutions, nonprofit organizations, and state agencies.

(3) To be eligible, a project must be consistent with the state energy strategy adopted under chapter 43.21F RCW and policies under chapter 19.405 RCW. To the extent practicable, the department must prioritize projects that build upon Washington's strengths in aerospace, maritime, information and communications technology, grid modernization, advanced materials, and decarbonizing the built environment.

(4) The department must invite stakeholders to participate in the design and implementation of grant programs funded under this section. The department must consider equity and environmental justice when developing the program structure and opportunities for applicant participation.

(5) When soliciting and evaluating proposals, awarding contracts, and monitoring projects under this section, the department must:

(a) Ensure that competitive processes, rather than sole source contracting processes, are used to select all projects;

(b) Ensure that a public benefit results from the use of public funds through due diligence and monitoring of contracted projects, including ensuring compliance with all applicable laws related to the project selection process, project monitoring, and contracting; and

(c) Prioritize projects for funding that leverage the greatest amount of matching funds, such as local levy funding.

(6)(a) The department must require project applicants to:

(i) Disclose all sources of public funding invested in a project; and

(ii) Identify by name any former or current state of Washington employees employed by the applicant or its governing body in the 24 months preceding the application submittal. The identification must include the person's separation date and job title or position held. If the department determines that a conflict of interest or other violation of chapter 42.52 RCW exists, the application must be disqualified from further consideration.

(b) If, after a grant has been awarded, the department finds that a grantee has violated chapter 42.52 RCW, either in procuring or performing under the grant, the department in its sole discretion may terminate the grant funding by written notice. If the grant is terminated, the department must reserve its right to pursue all available remedies under law to address the violation.

(7) The department must specify the requirements in subsections (5) and (6) of this section in funding contracts entered into by the department under this section.

(10) The ~~((state building construction account—state))~~ —state appropriation in this section is subject to the provisions of section 8018 of this act.

Appropriation:

((State Building Construction Account—State	.....	\$31,000,000))
Climate Commitment Account—State	.....	(\$4,000,000))
		<u>\$35,000,000</u>
((Subtotal Appropriation	.....	\$35,000,000))
Prior Biennia (Expenditures)	.....	\$0
Future Biennia (Projected Costs)	.....	\$140,000,000
TOTAL	.....	\$175,000,000