

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

REQUEST FOR PROPOSALS (RFP)

RFP NO. 17-46117-503

NOTE: *If you download this RFP from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE: OFFICE OF HOMELESS YOUTH FUNDING – All Programs

PROPOSAL DUE DATE: August 17, 2017– 4:00 P.M., Pacific Standard Time,
Washington, USA.

E-mailed bids are accepted. Faxed bids are not accepted.

BIDDERS WEBINAR: June 15, 2017 – 9:30 A.M. – 11:00 A.M. Pacific Standard Time,
Washington. Register via GoToWebinar:
<https://attendee.gotowebinar.com/register/6274433855668750083>
Webinar ID: 137-986-163.

ESTIMATED TIME PERIOD FOR CONTRACT: January 1, 2018 – June 30, 2019

APPLICANT ELIGIBILITY: This procurement is open to those applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The purpose of this request for proposals is to allocate resources that provide safety and stability to youth and young adults experiencing homelessness.

Background

Created in [2015](#), the Office of Homeless Youth Prevention and Protection Programs (OHY) leads statewide efforts to reduce and prevent homelessness for youth and young adults.

Our vision:

Every family and youth in Washington state has the individualized support they need so that no young person has to spend a single night without a safe and stable home. Every community has services that are equitable, accessible, effective, responsive, and coordinated.

Our work is guided by a set of principles:

- Involve youth voice.
- Advance approaches that are data-driven and evidence-based.
- Promote accountability in all policies and programs.
- Value experiences of youth and families.
- Be reliable and responsive to wherever a young person is at in their experience of homelessness.
- Be locally focused and support the ability of youth to remain in their community.
- Recognize that not all parents reject their kids and that not all kids can return home safely.
- Promote services that are youth-centered and individualized.
- Be culturally responsive and reflect the needs of local communities and individual youth.
- Foster coordination between funding and systems.
- Support an approach that is hopeful and believes in possibility.
- Identify and eliminate gaps in services and funding.

The Office of Homeless Youth provides oversight and management for HOPE Centers, Secure and Semi-Secure Crisis Residential Centers, Street Youth Services, Young Adult Shelters, the Young Adult Housing Program, and the Independent Youth Housing Program.

1.2. FUNDING OPPORTUNITY

The Office of Homeless Youth will award funding to support housing and services for youth and young adults throughout the state. Contracts will begin January 1, 2018 and continue through June 30, 2019.

This application contains six distinct funding opportunities for OHY core programs. Additionally applicants applying for one or more core programs can apply for an Ancillary/Integrated Services grant. Applicants can apply for one or multiple funding options through this single application.

Programs for minors:

- HOPE and/or Crisis Residential Centers (CRC).
- Secure Crisis Residential Center (SCRC).
- Street Youth Services (SYS).

Programs for young adults ages 18 through 24:

- Young Adult Shelter (YAS).
- Young Adult Housing Program (YAHP).
- Independent Youth Housing Program (IYHP).

Ancillary/Integrated Services Grant:

- Optional funding available to any applicant also applying for one or more core programs.

Please note: All awards are contingent upon final 2017 – 2019 Biennial budget funding appropriations.

1.3. PROGRAM OVERVIEWS

Programs for Minors

1. HOPE and/or Crisis Residential Centers (CRC)

Introduction

Grantees are permitted to operate HOPE and/or CRC programs independently or as a combination of both programs to be used interchangeably within the same facility. When HOPE and CRC programs operate within the same facility, all guidelines and competencies for each individual program model must still be met. Any co-location must meet licensing requirements.

For grantees that operate a mix of HOPE and CRC programs, the bed capacity can be used interchangeably between programs based on the program criteria and eligibility of youth who access the facility. Grantees may serve a HOPE or CRC client in any given bed, and the mix of clients in each program can vary at any point in time. For illustration, a grantee who operates five beds may have four HOPE clients and one CRC client at a given time, and three CRC clients and two HOPE clients at another time. Grantees must follow program guidelines consistent with the eligibility of each client. HMIS data must be entered to reflect the project type for each client.

See the HOPE/CRC Guidelines for further details on both programs.

HOPE Center

The HOPE Center grant provides resources for temporary residence, assessment, referrals, and permanency planning services for youth ages 12 through 17 who live outdoors or in another unsafe location not intended for occupancy by a minor, or who is not residing with his or her parent or at his or her legally authorized residence, or who, without placement in a HOPE center, will continue to participate in increasingly risky behavior.

Youth may self-refer to a HOPE bed and may stay for up to 30 days. If a long-term placement option is not available, a youth's stay may be extended in 15-day increments up to an additional 30 days. A HOPE Center must be operated in a manner to reasonably assure youth will not run away.

Crisis Residential Center

The Crisis Residential Center grant provides resources for emergency and temporary residence, assessment, referrals, and permanency planning services in semi secure facilities for youth ages 12 through 17 who are in conflict with their family, have run away from home/placement, or whose health and safety is at risk.

A semi-secure CRC facility is operated in a manner to reasonably assure that youth placed there will not run away. Youth may reside in a CRC for no longer than 15 consecutive days per admission.

2. Secure Crisis Residential Center (SCRC)

The Secure Crisis Residential Center grant provides resources for emergency and temporary residence, assessment, referrals, and permanency planning services in a secure facility for youth ages 12 through 17 who are in conflict with their family, have run away from home/placement, or whose health and safety is at risk

A SCRC facility must have locking doors, locking windows, or a secured perimeter, designed and operated to prevent youth from leaving without permission of staff. The facility can be located in or adjacent to a secure juvenile detention center. A juvenile detention center-based SCRC must be operated in a manner that prevents in-person contact between the residents of the center and persons held in the juvenile detention facility.

Youth may reside in a non-detention SCRC for no longer than 15 consecutive days per admission. Youth may reside in a detention SCRC for no longer than five consecutive days per admission. If a youth is transferred from one SCRC or CRC facility to another, the aggregate length of time in both facilities may not exceed 15 consecutive days per admission and in no instances shall the portion spent in a detention SCRC exceed five consecutive days.

See the SCRC Guidelines for further details on the program.

3. Street Youth Services (SYS)

The Street Youth Services grant provides resources for connecting homeless youth under the age of 18 to services and resources through street and community-based outreach, or facility-based drop-in centers. Services can include either direct or through referral, provision of emergency supplies, crisis intervention, access to emergency shelter or housing, prevention and education activities, counseling, employment and skill building activities, advocacy, family-reconciliation focused services, and follow-up support.

See the SYS Guidelines for further details on the program.

Programs for Young Adults

1. Young Adult Shelter (YAS)

The Young Adult Shelter grant provides resources for emergency, temporary shelter, assessment, referrals, and permanency planning services for young adults ages 18 through 24 who lack a fixed, regular, and adequate nighttime residence as set forth in state statute (RCW 43.330.702). Young Adult Shelters can be operated on a night-by-night (nbn) or entry/exit basis.

See the YAS Guidelines for further details on the program.

2. Young Adult Housing Program (YAHP)

The Young Adult Housing Program grant provides resources for rent assistance in independent living settings and transition-in-place housing; facility support for grantee-owned or master-leased transitional housing; and case management for young adults 18 through 24 who meet certain income thresholds and the criteria for any HUD housing status category including At-Risk of Homelessness.

See the YAHP Guidelines for further details on the program.

3. Independent Youth Housing Program (IYHP)

The Independent Young Housing Program grant provides resources for rent assistance and related costs and case management for former foster youth ages 18 through 22. Housing options include independent living settings (shared living, apartment, college dormitory), transition-in-place, or transitional housing. IYHP funding must be used for rent assistance only; facility support of a transitional housing facility is not an allowable cost. Applicant income at entry must not exceed the Very Low (50 percent) Income Limits for their county as published annually by the Department of Housing and Urban Development (HUD).

Youth receiving services under RCW 74.13.031(10)(b) and RCW 13.34.267 through the Extended Foster Care program are not eligible for the IYHP.

See the IYHP Guidelines for further details on the program.

Ancillary/Integrated Services

Ancillary/Integrated Services funding is intended to improve performance outcomes and quality of housing programs through enhanced and integrated professional therapeutic services. Funding must be used to build the capacity of grantees to provide and support on-site family reconciliation and/or behavioral health services.

Minimum Timeline Requirements for Applicants

Requirement	HOPE and/or CRC	SCRC	SYS	YAS	YAHP	IYHP	Ancillary Services
Grantees operating programs with existing facilities (licensed or unlicensed) or programs that are not facility-based must be ready to provide services by January 1, 2018. (See exceptions below)	x	x	x	x	x	x	x
Exception 1 - Applicants whose application includes a request for unlicensed facility-based support as part of overall programming and whose facility will not be operational by January 1, 2018 will be considered for funding when the timeline and documentation in the application guarantee services will begin no later than March 1, 2018.			x	x	x		
Exception 2 - Applicants with new facilities that must be licensed and who will not be ready to provide services by January 1, 2018 will be considered for funding provided the timeline and documentation in the application guarantee services will begin no later than April 1, 2018.	x	x					

1.4. OBJECTIVES

While each program has its own purpose and unique set of objectives, there are several high-level goals we hope to achieve with this funding:

Geographic expansion

The OHY seeks to fill unmet needs in communities and bolster services in areas where resources are scarce. Expanding the availability of services across the state is important in order to allow youth to remain in their own community.

Address disparities

Youth of color and those that identify as LGBTQ are at greater risk of homelessness. In Washington state, Black youth make up 24 percent of youth accessing housing services, yet only make up six percent of the state's population. In some regions, the disparities are more pronounced. In urban

areas, such as King and Pierce Counties, the disproportionality is greater for Black youth. In rural areas, American Indian youth are over-represented. In Yakima County, American Indian youth represent 10 percent of youth accessing services, but only five percent of the population.¹

National studies show that LGBTQ youth represent 20-40 percent of the homeless youth population, but only 5-10 percent of the overall youth population.²

Organizations should strive to understand the demographics within their community and provide services that are accessible and responsive to the unique needs of youth marginalized due to their race, ethnicity, gender, or sexuality.

Deliver comprehensive services and achieve outcomes

The OHY is moving towards a performance-based system to address youth homelessness. Shifting towards a focus on outcomes allows for continued improvement and progress towards program goals and system-wide goals to prevent and end youth homelessness (see Exhibit C for phased implementation of performance measures and draft measures). OHY will be assessing applicants' approach to achieving outcomes aligned with the five priority areas that the Office of Homeless Youth is statutorily directed to address. We will be looking for applicants that can provide these services to youth directly, or connect youth to these opportunities through partnerships with other entities.

1. *Stable Housing* - every youth has a safe and healthy place to sleep at night.
2. *Permanent Connections* - youth have opportunities to establish healthy relationships with adults.
3. *Family Reconciliation* - families are reunited when safe and appropriate.
4. *Education & Employment* - youth have opportunities to advance in their education or training and obtain employment.
5. *Social & Emotional Well-Being* - youth have access to behavioral and physical health care; services nurture each youth's individual strengths and abilities.

Provide low-barrier access to services

Where feasible, the OHY is interested in supporting housing and services that "meet youth where they are at" by allowing access to youth who may otherwise be turned away due to struggles with mental health challenges, drug or alcohol use, criminal backgrounds, or other factors. Serving the highest risk youth does not mean jeopardizing the safety of staff or other residents. We are interested in approaches to dealing with behavioral challenges that protect the safety of everyone without closing the door completely to youth in need of services.

Youth engagement and voice

In order to be effective at meeting the needs of youth who are on the streets, runaways, or at risk of homelessness, it is important that young people have a genuine voice in the services that are being delivered. When young people are included as decision makers, the organizations that serve them are better informed and equipped to meet their complex and unique needs. Furthermore, young people who feel valued are more likely to be invested in and increasingly take on leadership roles. Leadership opportunities empower young people and propel them towards successful outcomes. The OHY is interested in supporting housing and services that actively cultivate ways for youth to be involved and provide feedback at every level of an organization.

Best practices

Several best practices have emerged across the nation that have shown through research to be essential to serving runaway and homeless youth. Combined, these best practices (See Section 5, Glossary for a description of each) act as a framework for helping youth move toward successful, independent, and healthy lives.

¹ Noble, Courtney. Youth Homelessness Landscape in Washington, February 2016.

² Lurie, K. et al. (2015). *Discrimination at the Margins: The Intersectionality of Homelessness & Other Marginalized Groups*. Seattle, WA: Seattle University School of Law.

These best practices include:

- Positive Youth Development
- Harm Reduction
- Trauma Informed Care

OHY is interested in supporting housing and service providers who demonstrate competencies in each of these best practices, as well as a commitment to integrating each best practice into organizational programming, policies, and procedures.

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is scheduled to begin on January 1, 2018 and to end on June 30, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

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. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7. DEFINITIONS AND ACRONYMS

Definitions and acronyms for the purposes of this RFP include:

Apparent Successful Contractor – The applicant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Applicant – Nonprofit community/ neighborhood based organization, housing authority, local government, community action council, federally recognized Indian tribe, regional or statewide nonprofit housing assistance organization, or private for-profit entity interested in the RFP and that may or does submit a proposal in order to attain a contract with COMMERCE.

Contractor – Applicant whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

COMMERCE – The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

CRC – Crisis Residential Center

Proposal – A formal offer submitted in response to this solicitation.

Proposer – Applicant that submits a proposal in order to attain a contract with COMMERCE.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the applicant community to suggest various approaches to meet the need at a given price.

SCRC- Secure Crisis Residential Center

1.8. ADA

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

2. GENERAL INFORMATION FOR APPLICANTS

2.1. RFP COORDINATOR

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

Name	Cheryl Bayle
E-Mail Address	youthhomeless@commerce.wa.gov
Phone Number	360-725-2997

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

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	June 9, 2017
Bidder's webinar Register via GoToWebinar: https://attendee.gotowebinar.com/register/6274433855668750083 Webinar ID: 137-986-163	June 15, 2017 at 9:30-11:00 AM PST
Proposals due	August 17, 2017 at 4:00 PM PST
Evaluate proposals	August 22 through September 29, 2017
Announce "Apparent Successful Contractors" and send notification via e-mail to unsuccessful proposers	October 3, 2017
Hold debriefing conferences (if requested)	October 9-11, 2017
Negotiate contract	October 24, 2017
Anticipated contract start date	January 1, 2018

COMMERCE reserves the right to revise the above schedule.

2.3. ELIGIBLE APPLICANTS

The following agencies and organizations are eligible for funding: nonprofit organizations, housing authorities, local governments, community action councils, federally recognized Indian tribes, regional or statewide nonprofit housing assistance organizations, and private for-profit entities.

If proposing to subcontract with partners, the lead entity must have procedures in place to properly monitor and support sub-grantees.

Eligible agencies must comply with applicable federal, state, and local nondiscrimination laws and standards, including having non-discrimination hiring practices in place.

2.4. SUBMISSION OF PROPOSALS

The RFP Coordinator must receive the proposal no later than 4:00 P.M. on **August 17, 2017**.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in PDF format except for the budget worksheets that must be in Excel format. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicant to the

offer. COMMERCE does not assume responsibility for problems with Applicant's e-mail. If COMMERCE's email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission. Proposals that do not arrive at the specified email by the submission deadline will not be accepted. Proposals that do not follow the specified format and/or meet the submission requirements may not be reviewed.

Applicants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE e-mail is found to be at fault. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

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

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

2.6. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you downloaded this RFP from the Agency website located at www.commerce.wa.gov, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

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

2.7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE).

Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, applicants may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

2.8. COMPLAINT PROCESS

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

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

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

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

2.9. RESPONSIVENESS

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

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

2.10. MOST FAVORABLE TERMS

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

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

2.11. COSTS TO PROPOSE

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

2.12. NO OBLIGATION TO CONTRACT

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

2.13. REJECTION OF PROPOSALS

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

2.14. COMMITMENT OF FUNDS

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

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted **electronically** to the RFP Coordinator at youthhomeless@commerce.wa.gov in the order noted below. Documents must be submitted in PDF format unless otherwise specified.

- Certifications and Assurances (mandatory).
- Cover Sheets (mandatory).
- Organizational Overview (scored).
- Program-Specific Questions (scored).
- Organization Administrative Review and Budget Worksheets (18-month budget) (submit as a separate Excel attachment) (scored).
- Commerce Application Survey (mandatory).
- Supporting documents: (submit as separate documents).
 - Organizational chart (mandatory).
 - Audit (mandatory if applicant has been audited).
 - Copy of license or application for license (mandatory for licensed facilities only).
 - Copy of grievance policy and procedures (mandatory).
 - Partner agreements/ MOUs/ letters of commitment (as identified in the application questions). These documents reflect agreements established between the applicant and the submitting entity that are relevant in providing services described in the proposal (optional).

Proposals must provide information in the prescribed order with the same headings. This will not only be helpful to the evaluators, but should assist the Applicant in preparing a thorough response.

Items marked “mandatory” must be included as part of the proposal or the proposal may be rejected. These items are not scored. Items marked “scored” are those that are mandatory and awarded points as part of the evaluation conducted by the evaluation team.

3.1. CERTIFICATIONS AND ASSURANCES (MANDATORY)

The Certifications and Assurances form (Section 1.2) 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.

3.2. COVER SHEETS (MANDATORY)

The Cover Sheets (Section 1.1) must be completed and must identify the programs being applied for. Specify the requested funding amount and the minimum amount you would accept that would still ensure program feasibility.

3.3. ORGANIZATIONAL OVERVIEW (SCORED)

The Organizational Overview (Section 1.3) reflects the overall philosophy and approach of the Applicant. This section must be completed in full in addition to questions related to specific funding requests.

3.4. PROGRAM-SPECIFIC QUESTIONS (SCORED)

The Program Specific Questions (Section 1.4) must be completed for each program and funding opportunity that is being applied for. **Questions related to programs and funding that are not being applied for do not need to be completed.**

3.5. ORGANIZATION ADMINISTRATIVE REVIEW AND BUDGET WORKSHEETS (SCORED)

Information and budget data reflecting an 18-month period should be entered using the workbook in the provided excel file and submitted as a separate attachment along with the full application.

3.6. COMMERCE APPLICATION SURVEY (MANDATORY)

Survey questions (Section 1.5) must be completed by all Applicants regardless of the specific funding request.

3.7. SUPPORTING DOCUMENTS (MANDATORY)

Supporting documents must be submitted, where applicable. Documents must be submitted as attachments separate from the application materials.

1. Organizational chart.
2. Audit (mandatory if applicant has been audited).
3. Copy of license or application for licensing (mandatory for licensed facilities only).
4. Copy of grievance policy and procedures.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by COMMERCE, which will determine the ranking of the proposals.

The RFP Coordinator may contact the Applicant for clarification of any portion of the Applicant's proposal.

4.2. EVALUATION SCORING

The following points will be assigned to the proposal for evaluation purposes:

Organizational Overview Executive Summary Experience & Philosophy Staffing Youth Engagement Best Practices Comprehensive Services Cultural Competence Training	10 points (maximum) 20 points (maximum) 10 points (maximum) 15 points (maximum) 20 points (maximum) 10 points (maximum) 15 points (maximum) 10 points (maximum)	110 points
Program Specific Questions Overview Services & Outcomes Facility Accessibility/ Expectations Readiness <i>(Facility and Accessibility/ Expectations not applicable for SYS applicants without a drop-in center)</i>	20 points (maximum) 20 points (maximum) 20 points (maximum) 20 points (maximum) 10 points (maximum)	90 points
Ancillary/Integrated Services Overview Outcomes Readiness	20 points (maximum) 20 points (maximum) 10 points (maximum)	50 points
Geographic expansion		10 points
Cost proposal		20 points
TOTAL POSSIBLE POINTS <i>*Total possible points will be lower for programs where certain scoring categories do not apply; evaluations will take into consideration the total possible points for those programs.</i>		280 POINTS

COMMERCE reserves the right to award the contract to the Applicant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3. SCORING METHODOLOGY

Scoring	Description (round points to nearest whole number)
80-100% Optimal	Answer is clear, thorough, and provides significant assurance as to respondent's capacity to perform the work proposed. Answer provides examples and demonstrates a high level of expertise and capability.
40-80% Acceptable	Answer is clear, thorough, and provides reasonable assurance as to respondent's capacity to perform the work proposed.
0-40% Marginal	Answer is incomplete, lacks clarity, and does not provide assurance as to respondent's ability to perform the work proposed. Zero points for no answer.

ORGANIZATIONAL OVERVIEW

Application Component	Maximum Score	Scoring Considerations
Executive Summary	10	Response demonstrates alignment with the applicant's mission and values; the funding opportunity being sought is consistent with the vision of the organization and its plans for the future.
Experience & Philosophy	20	Response demonstrates that applicant has experience serving the population; understands the unique needs of homeless youth and young adults; understands how work fits into the larger regional efforts to address homelessness; understands how clients access services and targets efforts to reach youth and young adults.
Staffing	10	Evidence that staff are valued is reflected in organization's policies and benefits; approaches are taken to retain and support staff.
Youth Engagement	15	Youth are informed of their rights and expectations; Processes are in place to allow youth to participate in program planning, decision making, and providing feedback; youth are engaged in planning efforts; opportunities for leadership are available and youth are supported in leadership development.
Best Practices	20	Response demonstrates applicant has a comprehensive understanding of positive youth development, harm reduction, and trauma informed care; applicant can identify specific components of each practice, and how they are integrated into service delivery; applicant has/will have collaborations or partnerships in place to support working with commercially sexually exploited youth and/or human trafficking survivors.
Comprehensive Services	10	Response demonstrates applicant's ability to provide a continuum of services that addresses five priority areas listed in section 1.4 of the RFP; services described provide assurances the applicant will be prepared to meet future performance measures listed in Exhibit C.
Cultural Competence	15	Response demonstrates applicant experience developing relationships and working with individuals and communities that are underserved. Services are provided with a focus on accessibility for limited English speaking and deaf or hard of hearing individuals. LGBTQ/POC identities are affirmed, and

Application Component	Maximum Score	Scoring Considerations
		policies and procedures exist to ensure equal access for all youth eligible to receive services. Materials are provided in multiple languages. Collaborations exist to support programming that addresses the needs and interest of ethnically, culturally, and linguistically diverse groups.
Training	10	Staff working with youth receive a broad range of comprehensive trainings relevant to serving runaway and homeless youth; training on agency's mission, vision, and service models is provided at all level of the organization; staff expected to manage youth behavior receive adequate training/support; training on positive youth development, harm reduction, and trauma informed care is required and provided regularly; training hours reasonably align with breadth of training topics.
TOTAL POSSIBLE POINTS	110	

PROGRAM-SPECIFIC APPLICATION

Application Component	Maximum Score	Scoring Considerations
HOPE and/or Crisis Residential Center (CRC)		
Overview	20	Applicant identifies a geographic service area, and an understanding of how services will address the needs of runaway and homeless youth in that proposed service area; applicant's projections for number of youth served seems reasonable, and aligns well with community need; applicant demonstrates they have an effective strategy for attracting self-refer youth to the program(s) including conducting outreach directly or through collaboration with other programs; applicant describes how system involved youth will be referred to services, and what collaborations exist with referrals sources.
Services & Outcomes	20	Applicant describes approaches used to reconcile youth with families when safe and appropriate; when reconciliation is not possible, specific strategies are in place to help ensure access to safe and stable housing; efforts are in place to support school engagement, and access to physical, mental, or chemical dependency screening, evaluations, or treatment; proposed services include programming which support the development of independent living skills and/or engagement in pro-social, recreational, or cultural activities.
Facility	20	Applicant demonstrates the facility will be structured both physically and staffing-wise to ensure safety and security of all residents; structures are in place to ensure youth do not run away; a plan is in place for accommodating co-located programs, when applicable.
Accessibility/ Expectations	20	Applicant describes the process youth go through when entering the facility, as well as policies, rules, or behavioral expectations that youth must follow while in the facility; policies and procedures seem to reasonably ensure services are safe and accessible, and do not arbitrarily hinder access or create barrier to services.

Readiness	10	Applicant has a thorough timeline to prepare for implementation with plans to be ready to provide services as soon as January 1, 2018, but no later than April 1, 2018.
Secure Crisis Residential Centers (SCRC)		
Overview	20	Applicant identifies a geographic service area, and an understanding of how services will address the needs of runaway and homeless youth in that proposed service area; applicants projections for number of youth served seems reasonable, and aligns well with community need; applicant demonstrates they have an effective strategy for collaborating with law enforcement to receive and admit youth; reasonable protocols are in place to evaluate whether or not a youth could be served in a less restrictive semi-secure setting; applicant describes how system involved youth will be referred to services, and what collaborations exist with referrals sources.
Services and Outcomes	20	Applicant describes approaches used to reconcile youth with families when safe and appropriate; when reconciliation is not possible, specific strategies are in place to help ensure access to safe and stable housing; efforts are in place to support school engagement, and access to physical, mental, or chemical dependency screening, evaluations, or treatment; proposed services include programming which support the development of independent living skills and/or engagement in pro-social, recreational, or cultural activities.
Facility	20	Applicant demonstrates the facility will be structured both physically and staffing-wise to ensure safety and security of all residents; structures are in place to ensure youth will not run away; detention SCRC's are structured to prevent contact between youth in the SCRC and the juvenile detention; the applicant could clearly articulate what distinguishes a SCRC from the juvenile detention.
Accessibility/ Expectations	20	Applicant describes the process youth go through when entering the facility, as well as policies, rules, or behavioral expectations that youth must follow while in the facility; policies and procedures seem to reasonably ensure services are safe and accessible, and do not arbitrarily hinder access or create barrier to services.
Readiness	10	Applicant has a thorough timeline to prepare for implementation with plans to be ready to provide services as soon as January 1, 2018, but no later than April 1, 2018.
Street Youth Services (SYS)		
Overview	20	Applicant identifies the intended hours of operation, geographic service area, location of outreach activities, and an understanding of how services will address the needs of runaway and homeless youth in the proposed service area; applicant's projections for number of youth served at each stage of service seems reasonable, and aligns with the need in the community; applicant describes how system involved youth will be referred to services, and what collaborations exist with referrals sources, specifically addressing collaborations with HOPE and/or CRC program where applicable; appropriate supervision and safety protocols are in place to ensure outreach staff and/or volunteers

		are well prepared for working in high unpredictable environments, and that personal safety and professionally boundaries are taken as a central component of the program; applicant makes a clear distinction between services provided via drop-in center and those that will be provided out in the community.
Services and Outcomes	20	Services are provided which meet the immediate needs of youth; applicant describes approaches used to reconcile youth with families when safe and appropriate; when reconciliation is not possible, specific strategies are in place to help ensure access to safe and stable housing; efforts are in place to support school engagement, and access to physical, mental, or chemical dependency screening, evaluations, or treatment; proposed services include programming which support the development of independent living skills and/or engagement in pro-social, recreational, or cultural activities; applicant makes a clear distinction between services provided via drop-in center and those that will be provided out in the community.
Facility (Drop-in centers only)	20	Applicant demonstrates the facility will be structured to ensure safety and security of all participants, and will have plans in place to prevent the spread of illness, viruses, etc. as well a plan appropriate emergency response plans in the event of a natural disaster, hazardous material, accident, medical issues, or violence.
Accessibility/ Expectations (Drop-in centers only)	20	Applicant describes the process youth go through when entering the facility, as well as policies, rules, or behavioral expectations that youth must follow while in the facility; policies and procedures seem to reasonably ensure services are safe and accessible, and do not arbitrarily hinder access or create barrier to services.
Readiness	10	Applicant has a thorough timeline to prepare for implementation and will be ready to provide services beginning January 1, 2018, but no later than March 1, 2018 (drop-in only).
Young Adult Shelter (YAS)		
Overview	20	Applicant identifies the geographic service area, intended hours of operation, expected number of youth served, staffing protocols, case management offered, and how services will address the needs of runaway and homeless youth in the proposed service area; applicant's logic for deciding how shelter placements are chosen seems reasonable, and demonstrates applicant's ability to adapt to community needs, best practices, and resource limitations; outreach is conducted directly or through collaboration with other programs/organizations to attract youth to shelter services.
Services and Outcomes	20	Services are provided which meet the immediate needs of youth; applicant describes strategies in place to help young adults achieve safe and stable housing; lengths of stay are limited to the amount of time necessary to help youth achieve safe and stable housing; transition planning is conducted with youth to help young people move towards permanency and stability.
Facility	20	Applicant demonstrates the facility will be structured to ensure safety and security of all residents, and will have plans in place to prevent the spread of illness, viruses, etc. as well a plan appropriate emergency response plans in the event of a natural disaster, hazardous material, accident, medical issues, or violence.
Accessibility/ Expectations	20	Applicant describes the process youth go through when entering the facility, as well as policies, rules, or behavioral expectations

		that youth must follow while in the facility; policies and procedures seem to reasonably ensure services are safe and accessible, and do not arbitrarily hinder access or create barrier to services.
Readiness	10	Applicant has a thorough timeline to prepare for implementation with plans to be ready to provide services as soon as January 1, 2018, but no later than March 1, 2018.
Young Adult Housing Program (YAHP)		
Overview	20	Applicant identifies the geographic service area, proposed housing types, proposed number of youth served, and how services will address the needs of runaway and homeless youth in the proposed service area.
Services and Outcomes	20	Applicant describes processes and protocols in place to prevent delays in housing youth; applicant has thoroughly described case management practices, which support growth and independence by helping youth, when ready, find and secure safe and stable housing; efforts are in place to support school engagement, access to physical, mental, or chemical dependency screening, evaluations, or treatment; proposed services include transition planning and development of skills for independent living.
Facility	20	Applicant demonstrates facility will be structured to ensure safety and security of all residents, and have appropriate protocols in place for providing supervision and mitigating conflict amongst residents; Applicant will have appropriate emergency response plans in the event of a natural disaster, hazardous material, accident, medical issues, or violence Applicant describes efforts and processes for building and maintaining relationships with landlords, and works towards ensuring availability of rental options for participants.
Accessibility/ Expectations	20	Applicant describes policies, rules, or behavioral expectations that youth must follow while in the program; policies and procedures seem to reasonably ensure services are safe and accessible, and do not arbitrarily hinder access or create barrier to services.
Readiness	10	Applicant has taken steps to identify or already has existing agreements with available unit; applicant describes steps taken to gain expertise in service young adults; a thorough timeline to prepare for implementation and will be ready to provide services beginning January 1, 2018, but no later than March 1, 2018 (facility-based support only).
Independent Youth Housing Program (IYHP)		
Overview	20	Applicant identifies the geographic service area, proposed housing types, proposed number of youth served, and how services will address the needs of runaway and homeless youth in the proposed service area.
Services and Outcomes	20	Applicant describes processes and protocols in place to prevent delays in housing youth; applicant has thoroughly described case management practices, which support growth and independence by helping youth, when ready, find and secure safe and stable housing; efforts are in place to support school engagement, access to physical, mental, or chemical dependency screening, evaluations, or treatment; proposed services include transition planning and development of skills for independent living.
Facility	20	Applicant demonstrates facility will be structured to ensure safety and security of all residents, and have appropriate protocols in place for providing supervision and mitigating conflict amongst residents; Applicant will have appropriate emergency response

		plans in the event of a natural disaster, hazardous material, accident, medical issues, or violence Applicant describes efforts and processes for building and maintaining relationships with landlords, and works towards ensuring availability of rental options for participants.
Accessibility/ Expectations	20	Applicant describes policies, rules, or behavioral expectations that youth must follow while in the program; policies and procedures seem to reasonably ensure services are safe and accessible, and do not arbitrarily hinder access or create barrier to services.
Readiness	10	Applicant has taken steps to identify or already has existing agreements with available unit; applicant describes steps taken to gain expertise in service young adults; a thorough timeline to prepare for implementation and will be ready to provide services beginning January 1, 2018.
Ancillary/Integrated Services		
Overview	20	Applicant identifies which programs would be supported with ancillary/integrated funding by services being proposed; applicant identifies number of youth to be served, services to be offered, target populations, and expertise required to deliver services; applicant describes what, if any, related services exist now, and how additional funding would enhance services or fill in gaps.
Services and Outcomes	20	Applicant describes treatment and clinical interventions that will be used, and how they align with best practices; applicant describes how proposed services will result in more family reconciliation and/or improved behavioral health amongst youth receiving ancillary/integrated services.
Readiness	10	Applicant has a thorough timeline to prepare for implementation with plans to be ready to provide services as soon as January 1, 2018.

OTHER SCORING COMPONENTS

Application Component	Maximum Score	Scoring Considerations
Cost proposal	20	Proposed budget is substantiated by assumptions, staffing costs are reasonable given the size and complexity of the program, overall budget is reasonable given the services that will be provided.

4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Applicants whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Applicant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed or faxed to the Applicant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Applicant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the proposal;

- Critique of the proposal based on the evaluation;
- Review of applicant's final score in comparison with other final scores without identifying the other applicants.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Applicants protesting this procurement shall 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 to Applicants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, 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.

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or 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 the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) 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 affect the interest of another Applicant that also submitted a proposal, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

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 errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. GLOSSARY

Harm Reduction

Harm reduction is a set of practical strategies designed to improve health, safety, and self-sufficiency by reducing the negative consequences associated with drug use, including non-punitive abstinence, safer use, and managed use. These strategies meet drug users “where they’re at”, addressing conditions and motivations of drug use along with the use itself. In harm reduction settings staff must respond directly to unacceptable behaviors, whether or not the behaviors are related to substance use. The harm reduction model has also been successfully broadened to reducing harms related to health and wellness as well as many other issues.

Trauma-informed care

An approach to engaging people with histories of trauma that recognizes the presence of trauma symptoms and acknowledges the role that trauma has played in their lives. Trauma informed care is grounded in an understanding and responsiveness to the impact of trauma that emphasizes physical, psychological, and emotional safety for both providers and survivors, and creates opportunities for survivors to rebuild a sense of control and empowerment. Trauma informed services seek to integrate knowledge about trauma into organizational policies, procedures, and practices and in a way that actively resist re-traumatization.

Positive Youth Development

Positive Youth Development (PYD) is a philosophy and approach to working with young people that focuses on fostering a young person’s innate resiliency through positive and supportive relationships with caring adults, who have an unconditional belief in a young person ability to succeed, as well as access to meaningful opportunities that build on young people’s strengths, interests, and abilities. Positive Youth Development prioritizes young people’s internal growth over their external achievements. Successful PYD programs measure outcomes based on developmental factors such as a young person’s sense of self-worth, belonging, and self-efficacy, as well as desire and ability to contribute, connect with others, and live independently.

6. EXHIBIT A: Sample Grant Agreement

Grant Agreement with

Grantee Organization

through

Community Services and Housing Division
Housing Assistance Unit
Office of Homeless Youth

Program

Start date: January 1, 2018

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Grant Number: <Insert Number>

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Program**

1. Grantee <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Grantee Doing Business As (optional) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Grantee Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative <Insert name> <Insert mailing address> <Insert title> <Insert physical address> <Insert phone> <Insert location> <Insert FAX> <Insert e-mail>	
5. Grant Amount <Insert \$ amount>	6. Funding Source Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date <Insert date>	8. End Date <Insert date>
9. Federal Funds (as applicable) <Insert \$ amount>	Federal Agency: <Insert name>		CFDA Number <Insert number>
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. DUNS # <Insert number>
14. Grant Purpose <Briefly describe Grant purpose>			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" - <insert title>, Attachment "B" - <insert title>, Attachment "C" - <insert title>, <etc.>			
FOR GRANTEE _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown on the Grant Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed COMMERCE invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by Commerce on a case-by-case basis.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant 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.

5. INSURANCE

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

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

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

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

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

Professional Liability, Errors and Omissions Insurance (*does not apply to Young Adult Shelter, Young Adult Housing Program, or Independent Youth Housing Program grants*). The Grantee shall maintain Professional Liability and/or Errors and Omissions Insurance, as applicable to its scope of operations. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence, General Aggregate - \$2,000,000, to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as Additional Loss Payee.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance or bonding as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as Additional Loss Payee.
- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

Separation of Insureds

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

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

6. WASHINGTON STATE QUALITY AWARD

Washington State RCW 43.185C.210 (5) (a). Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above. [See 43.185C.210 (5) (a) and RCW43.185C.240(1)(b).]

For more information about WSQA visit their website at www.wsqa.net.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Program Guidelines, as revised
- Program Application

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1. DEFINITIONS

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

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

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. AUDIT

A. General Requirements

Grantee's are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantees also maintain auditable records.

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

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

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

B. State Funds Requirements

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

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's records must be available for review by COMMERCE.

C. Documentation Requirements

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

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

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

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

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10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

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12. COPYRIGHT PROVISIONS

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

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

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

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

13. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

14. DUPLICATE PAYMENT

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

15. GOVERNING LAW AND VENUE

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

16. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the 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 Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. 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.

18. INDUSTRIAL INSURANCE COVERAGE

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

19. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.

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- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

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

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Grants with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES

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

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

24. PUBLICITY

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

25. RECAPTURE

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

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

26. RECORDS MAINTENANCE

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

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

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COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

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

31. SITE SECURITY

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

32. SUBGRANTING/SUBCONTRACTING

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

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

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

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

33. SURVIVAL

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

34. TAXES

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

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35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

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4. 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;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

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

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

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

39. WAIVER

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

Scope of Work

Scope of Work will be different for each grant.

Budgets will be different for each grant.