



# Department of Commerce

STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

## REQUEST FOR PROPOSALS (RFP)

RFP NO. 2020

**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:** Reaching “hard to count” populations in the 2020 census.

**PROPOSAL DUE DATE:** August 24, 2018 at 5:00 P.M. Pacific Daylight Time, Olympia, Washington, USA.

**ESTIMATED TIME PERIOD FOR CONTRACT:** September 22 2018 – June 30 2019

The Agency reserves the right to extend the contract for up to two additional one-year periods.

### CONTENTS OF THIS REQUEST FOR PROPOSALS:

1. Introduction
2. General Information
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
  - A. Certifications and Assurances
  - B. Service Contract with General Terms and Conditions

## TABLE OF CONTENTS

<b>1. Introduction .....</b>	<b>2</b>
1.1 Purpose and Background.....	2
1.2 Objective and Scope of Work.....	2
1.3 Minimum Qualifications .....	3
1.4 Period of Performance .....	3
1.5 Current or Former State Employees.....	3
1.6 Definitions.....	3
1.8 ADA .....	4
<b>2. General Information.....</b>	<b>4</b>
2.1 RFP Coordinator .....	4
2.2 Estimated Schedule of Procurement Activities .....	4
2.3 Pre-proposal Conference.....	4
2.4 Submission of Proposals .....	5
2.5 Revisions to the RFP .....	5
2.6 Complaint Process .....	5
2.7 Responsiveness.....	6
2.8 Contract and General Terms & Conditions .....	6
2.9 Costs to Propose.....	6
2.10 Rejection of Proposals .....	6
2.11 Electronic Payment.....	6
<b>3. Proposal Contents .....</b>	<b>6</b>
3.1 Letter of Submittal .....	6
3.2 Grant Proposal .....	7
3.3 Management Proposal .....	7
<b>4. Evaluation and Contract Award .....</b>	<b>9</b>
4.1 Evaluation Procedure .....	9
4.2 Evaluation Weighting and Scoring .....	9
4.3 Notification to Proposers .....	9
4.4 Debriefing of Unsuccessful Proposers .....	9
4.5 Protest Procedure .....	10
<b>5. RFP Exhibits .....</b>	<b>11</b>
Exhibit A Certifications and Assurances	
Exhibit B Service Contract Format including General Terms and Conditions	

# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce (Commerce), is requesting proposals from organizations interested in helping ensure a complete count of people in Washington during the 2020 census. Commerce intends to award multiple grants of up to \$20,000 each to provide the services described in this Request for Proposals (RFP).

Washington will be convening two statewide “complete count committees,” one broadly representative of the state’s diverse communities, and one of state agencies to ensure that the state government itself is working to promote census participation.

These grants are intended to complement the statewide committees by building local capacity in support of the statewide effort to ensure all geographies and cultural and linguistic communities are fully and accurately counted in the 2020 census. Toward that end, cities, counties, non-profit organizations, tribes, and other entities, are encouraged to develop plans for outreach and messaging “hard to count” populations and areas.

The U.S. Census Bureau has defined<sup>1</sup> groups that have been hard to count in previous censuses as including:

- racial and ethnic minorities
- persons who do not speak English fluently
- lower income persons
- homeless persons
- undocumented immigrants
- young mobile persons
- children
- persons who are angry at and/or distrust the government
- LGBTQ persons

In addition to hard to count populations, the Census Bureau has identified geographic areas with low self-response rates on the 2010 Census. A map of these “hard to count” areas is available at: <http://www.censushardtocommunities2020.us/>.

In addition, for the first time during the 2020 census, the majority of households will be asked to respond online. Lack of access to speedy internet, and unfamiliarity with or mistrust of computers, could also be barriers to achieving a full count.

## 1.2. OBJECTIVES AND SCOPE OF WORK

These grants are a key component of the state strategy for ensuring an accurate count of Washington populations. They are designed to be an incentive for local organizations with strong connections to “hard to count” communities to mobilize and help ensure a complete count in 2020. Proposals to further this goal could include:

- Convening groups and individuals to provide a multiplier effect for local efforts. This might include forming or supporting local complete count committees.
- Developing materials that encourage census participation, and that resonate with particular communities or can be replicated statewide.
- Providing insights from community experiences for the state-wide communication strategy leading up to the census and to promote participation in 2020.
- Developing strategies and plans to facilitate use of the online option for census completion.

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<sup>1</sup> [https://www2.census.gov/cac/nac/reports/2016-07-admin\\_internet-wg-report.pdf](https://www2.census.gov/cac/nac/reports/2016-07-admin_internet-wg-report.pdf)

- Developing plans for providing advice and technical support to individuals needing assistance with technology or interpretation
- Developing strategies and plans to mobilize participants in the census period (March to July 2020).

In addition, grantees will be expected to report to Commerce at least quarterly on deliverables and expenditures, and may be asked to share findings with the statewide Complete Count Committees.

### 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Contractor.
- Evidence of extensive connections with the communities the proposal intends to engage
- Experience with outreach to communities identified in the proposal
- Experience with message development and community mobilization

### 1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about September 22, 2018 and to end on June 30, 2019. Commerce may extend the contract for up to two one-year periods.

### 1.5 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

### 1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

**Apparent Successful Contractors:** The organization(s) selected as the entities to perform the anticipated services, subject to completion of contract negotiations and execution of written contracts.

**Consultant:** Organization interested in the RFP that may or does submit a proposal in order to attain a contract with Commerce.

**Contractor:** Organization whose proposal has been accepted by Commerce and is awarded a fully executed, written contract.

**Commerce:** The agency of the state of Washington that is issuing this RFP and administering this grant program.

**Proposal:** A formal offer submitted in response to this RFP.

**Proposer:** Organization that submits a proposal in order to attain a contract with Commerce.

**Request for Proposals (RFP):** This document, or generally, a 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 consultant community to suggest various approaches to meet the need at a given price.

### 1.7 ADA

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

## 2. GENERAL INFORMATION

### 2.1. RFP COORDINATOR

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

Name	Jaclyn Woodson
E-Mail Address	<a href="mailto:jaclyn.woodson@commerce.wa.gov">jaclyn.woodson@commerce.wa.gov</a>
Phone Number	360-725-4049

Any other communication will be considered unofficial and non-binding on Commerce. Consultants 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 Consultant.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	July 16, 2018
Pre-proposal Conference	July 26
Question & answer period	July 27 – August 14
Issue last addendum to RFP (if needed)	August 15
Proposals due	August 24
Evaluate proposals	August 27 – September 5
Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers	September 6
Hold debriefing conferences (if requested)	September 12 - September 13
Negotiate contract	September 14 – September 21
Begin contract work	September 22

Commerce may revise the above schedule.

### 2.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled to be held on **July 26<sup>th</sup>, 2018 at 1 p.m.**, Pacific Daylight Time. The location of the pre-proposal conference is **1011 Plum Street SE, Olympia**. All prospective Consultants are encouraged to attend; however, attendance is not mandatory.

A conference call option will be available. The call in number is (360) 407-3780 and PIN code is: 996263#. Please note: if you are planning to call in, please send your name and email address to the RFP Coordinator Jaclyn Woodson at [jaclyn.woodson@commerce.wa.gov](mailto:jaclyn.woodson@commerce.wa.gov) so we can update you if the call-in information changes.

Commerce will be bound only to Commerce written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Consultant that has made the RFP Coordinator aware of its interest in this procurement.

## **2.4 SUBMISSION OF PROPOSALS**

The proposal must be **received by the RFP Coordinator** no later than 5pm Pacific Daylight Time, in Olympia, Washington, on August 24, 2018.

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 Microsoft Word format or PDF. Zipped files cannot be received by Commerce and cannot be used for submission of proposals.

The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer.

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

Consultants 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 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. Such addenda will also be published on an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

If you downloaded this RFP from the Agency website located at [www.commerce.wa.gov](http://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.

## **2.6 COMPLAINT PROCESS**

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

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

## **2.7 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant 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.

## **2.8 CONTRACT GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. Commerce will review requested exceptions and accept or reject the same at its sole discretion.

## **2.9 COSTS TO PROPOSE**

Commerce will not be liable for any costs incurred by the Consultant in responding to this RFP.

## **2.10 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.

## **2.11 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

# **3. PROPOSAL CONTENTS**

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Grant Proposal
3. Management Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### 3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant 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. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (local government, non-profit, sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Consultant would operate.
6. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Consultant’s organization. If following a review of this information, it is determined by Commerce that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

### 3.2. GRANT PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology:** Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the purpose and goals of the proposed project, and describe the hard to count communities that the Consultant will target.
- B. Work Plan and Schedule:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of Commerce staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. Include a project schedule indicating when the elements of the work will be completed. The period of performance is anticipated to be September 1, 2018 to June 30, 2019.
- C. Outcomes and Deliverables:** Describe the impacts/outcomes the Consultants propose to achieve as a result of providing these services including how these outcomes would be monitored, measured and reported to Commerce. Describe deliverables to be submitted



under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

- D. Cost:** The fee for this contract must be \$20,000 or less to be considered responsive to this RFP. Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract, including sales and use taxes, and any costs for subcontractors. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

### **3.3. MANAGEMENT PROPOSAL**

#### **A. Project Management (SCORED)**

1. **Project Team Structure/Internal Controls:** Provide a description of the proposed project team structure, including any subcontractors.
2. **Staff Qualifications/Experience:** Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of each person. Consider providing resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.

#### **B. Experience of the Consultant (SCORED)**

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
  - a. Strong connection to the community or communities that will be mobilized
  - b. Project management skill
  - c. Communication skills
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

#### **C. Related Information (MANDATORY)**

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. Commerce will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

#### **D. References (MANDATORY)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of up to three (3) professional references for the Consultant and briefly describe the type of service provided. Do not include current Commerce staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to Commerce to contact these references and others, who from Commerce's perspective, may have pertinent information. Commerce may or may not, at Commerce's discretion, contact references. Commerce may evaluate references at Commerce's discretion.

#### **E. OMWBE Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Womens Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

### **4. EVALUATION AND CONTRACT AWARD**

#### **4.1. EVALUATION PROCEDURE**

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

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

#### **4.2. EVALUATION WEIGHTING AND SCORING**

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

<b>Grant Proposal</b>	<b>60 points</b>
Project Approach/Methodology	20 points (maximum)
Quality of Work Plan	20 points (maximum)
Outcomes and Deliverables	15 points (maximum)
Cost	5 points (maximum)

<b>Management Proposal</b>	<b>40 points</b>
Project Management	20 points (maximum)
Experience of the Consultant	20 points (maximum)

**TOTAL** **100 points (maximum)**

Proposals must score at least 60 points to be considered for funding.

Commerce reserves the right to award the contracts to the Consultants whose proposals are deemed to be in the best interest of Commerce and the state of Washington.

As part of final funding decisions for proposals scoring over 60 points, Commerce will also consider factors like geography, diversity of hard to count communities, and types of activities proposed to ensure a diversity of approaches are funded through the multiple grants available under this program.

#### **4.3. NOTIFICATION TO PROPOSERS**

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

#### **4.4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any Consultant 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 Consultant Notification is e-mailed or faxed to the Consultant. 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 Consultant 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 firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

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.

#### **4.5. PROTEST PROCEDURE**

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

Consultants 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 Consultants 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 RFP 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 Consultant that also submitted a proposal, such Consultant 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 contracts with the apparently successful contractors. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

Exhibit A Certifications and Assurances

Exhibit B Service Contract Format with General Terms and Conditions

**CERTIFICATIONS AND ASSURANCES**

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

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

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our proposal.**

---

Signature of Proposer

---

Title

---

Date





# Department of Commerce

EXHIBIT B

**Grant Agreement with**

**<Individual or Grantee organization here>**

**through**

**Census Grant Program**

**For**

**<List project title, if applicable, and/or describe the primary purpose for the funding or the intended outcome/deliverables in approx. 25 words or less>**

**Start date:      <Month> <Day>, <Year>**

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TABLE OF CONTENTS

**Special Terms and Conditions** ..... 1

**Face Sheet**..... 1

    1.    **Contract Management** ..... 2

    2.    **Compensation**..... 2

    3.    **Billing Procedures and Payment** ..... 2

    4.    **Subcontractor Data Collection**..... 3

    5.    **Insurance**..... 3

    6.    **Order of Precedence**..... 4

**General Terms and Conditions** ..... 5

    1.    **Definitions** ..... 5

    2.    **Access to Data**..... 5

    3.    **Advance Payments Prohibited** ..... 5

    4.    **All Writings Contained Herein** ..... 5

    5.    **Amendments**..... 5

    6.    **Americans With Disabilities Act (ADA)** ..... 5

    7.    **Assignment**..... 5

    8.    **Attorneys’ Fees**..... 5

    9.    **Confidentiality/Safeguarding of Information** ..... 6

    10.   **Conflict of Interest**..... 7

    11.   **Copyright** ..... 7

    12.   **Disputes** ..... 8

    13.   **Duplicate Payment**..... 8

    14.   **Governing Law and Venue**..... 8

    15.   **Indemnification** ..... 8

    16.   **Independent Capacity of the Contractor** ..... 9

    17.   **Industrial Insurance Coverage**..... 9

    18.   **Laws** ..... 9

    19.   **Licensing, Accreditation and Registration** ..... 9

    20.   **Limitation of Authority** ..... 9

    21.   **Noncompliance With Nondiscrimination Laws**..... 10

    22.   **Pay Equity** ..... 10

    23.   **Political Activities**..... 10

    24.   **Publicity** ..... 10

    25.   **Recapture**..... 10

    26.   **Records Maintenance**..... 10

    27.   **Registration With Department of Revenue** ..... 10

    28.   **Right of Inspection**..... 10

    29.   **Savings**..... 11

    30.   **Severability** ..... 11

    31.   **Site Security**..... 11

    32.   **Subcontracting** ..... 11

    33.   **Survival** ..... 11

**TABLE OF CONTENTS**

34. **Taxes** ..... 11  
35. **Termination for Cause**..... 11  
36. **Termination for Convenience** ..... 12  
37. **Termination Procedures**..... 12  
38. **Treatment of Assets** ..... 13  
39. **Waiver**..... 13

**Attachment A, Scope of Work**

**Attachment B, Budget**

**FACE SHEET**

Contract Number: <Insert Number>

Washington State Department of Commerce

Director's Office  
Policy and Planning Unit  
Census Grants

<b>1. Grantee</b> <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		<b>2. Grantee Doing Business As (optional)</b> <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
<b>3. Grantee Representative</b> <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		<b>4. COMMERCE Representative</b> <Insert name>                      <Insert mailing address> <Insert title>                      <Insert physical address> <Insert phone>                      <Insert location> <Insert FAX> <Insert e-mail>	
<b>5. Grant Amount</b> <Insert \$ amount>	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> <Insert date>	<b>8. End Date</b> <Insert date>
<b>9. Federal Funds (as applicable)</b> <Insert \$ amount>		<b>CFDA Number</b> <Insert number>	
<i>Federal Agency:</i> <Insert name>			
<b>10. Tax ID #</b> <Insert number>	<b>11. SWV #</b> <Insert number>	<b>12. UBI #</b> <Insert number>	<b>13. DUNS #</b> <Insert number>
<b>14. Grant Purpose</b> <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" – Scope of Work, Attachment "B" – Budget			
<b>FOR GRANTEE</b>  _____ <insert name>, <insert title>  _____ Date		<b>FOR COMMERCE</b>  _____ <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 (\$ ) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number [REDACTED]. If expenses are invoiced, provide a detailed breakdown of each type.

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

COMMERCE may, in its sole discretion, terminate the Grant or 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 Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

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

**Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

**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. 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

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

- **Attachment A – Scope of Work**
- **Attachment B – Budget**

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

**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.

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

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

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

**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. 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.

**10. 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.

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this Grant, 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 Grantee 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 Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**11. COPYRIGHT**

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.

**12. 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;



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

- 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.

**13. DUPLICATE PAYMENT**

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

**14. 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.

**15. 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 attorneys 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.

**16. 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

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

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.

**17. 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.

**18. LAWS**

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

**19. 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.

**20. 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.

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee'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 Grantee may be declared ineligible for further grants with COMMERCE. The Grantee 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.

**22. PAY EQUITY**

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

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not

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

based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

**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 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.

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

**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 suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten 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.

**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

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

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;**
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**

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

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**

**Budget**