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 ANCHOR COMMUNITIES INITIATIVE FUNDING, 2019-21

PROPOSAL DUE DATE: May 15, 2019 – 4:00 P.M., Pacific Standard Time, Washington, USA.

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

BIDDERS WEBINAR: April 9, 2019 – 2:00 P.M. Pacific Standard Time, Washington.
Register via GoToWebinar:
https://attendee.gotowebinar.com/register/6177740618231662851
Webinar ID: 218-642-067

ESTIMATED TIME PERIOD FOR CONTRACT: July 1, 2019 – June 30, 2021
The Agency reserves the right to extend the contract for up to two additional one-year periods at the sole discretion of the Agency.

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.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Applicants
3. Proposal Contents
4. Evaluation and Award
5. Glossary
6. Exhibits
   A. Certifications and Assurances
   B. Diverse Business Inclusion Plan
   C. Performance Measures
   D. Service Contract Format with General Terms and Conditions
## TABLE OF CONTENTS

1. **INTRODUCTION** .................................................................................................................. 3
   1.1. PURPOSE AND BACKGROUND ...................................................................................... 3
   1.2. FUNDING OPPORTUNITY ................................................................................................. 5
   1.3. ELIGIBLE APPLICANTS ................................................................................................. 7
   1.4. FUNDING OBJECTIVES .................................................................................................... 7
   1.5. PERIOD OF PERFORMANCE ............................................................................................ 9
   1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES .............................. 9
   1.7. DEFINITIONS AND ACRONYMS .................................................................................... 9
   1.8. ADA ................................................................................................................................ 10

2. **GENERAL INFORMATION FOR APPLICANTS** ............................................................... 11
   2.1. RFP COORDINATOR ........................................................................................................ 11
   2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES ........................................... 11
   2.3. BIDDERS WEBINAR ........................................................................................................ 11
   2.4. SUBMISSION OF PROPOSALS ....................................................................................... 11
   2.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE .................................................. 12
   2.6. REVISIONS TO THE RFP ............................................................................................... 12
   2.7. DIVERSE BUSINESS INCLUSION PLAN ..................................................................... 12
   2.8. COMPLAINT PROCESS ................................................................................................... 13
   2.9. RESPONSIVENESS .......................................................................................................... 13
   2.10. MOST FAVORABLE TERMS ........................................................................................... 13
   2.11. CONTRACT GENERAL TERMS & CONDITIONS ........................................................... 14
   2.12. COSTS TO PROPOSE .................................................................................................... 14
   2.13. NO OBLIGATION TO CONTRACT ............................................................................... 14
   2.14. REJECTION OF PROPOSALS ...................................................................................... 14
   2.15. COMMITMENT OF FUNDS ............................................................................................ 14
   2.16. ELECTRONIC PAYMENT .............................................................................................. 14
   2.17. INSURANCE COVERAGE .............................................................................................. 14

3. **PROPOSAL CONTENTS** ...................................................................................................... 15
   3.1. COVER SHEET ................................................................................................................. 15
   3.2. ORGANIZATIONAL Q & A .............................................................................................. 15
   3.3. PROGRAM Q & A ............................................................................................................ 15
   3.4. COMMERCE APPLICATION SURVEY ........................................................................... 15
   3.5. PARTICIPANTS RIGHTS AND RESPONSIBILITIES (PRR) ............................................... 15
   3.6. DLR GROUP CARE LICENSE OR APPLICATION ............................................................ 15
   3.7. LETTER OF SUPPORT FROM AWHWA .......................................................................... 16
   3.8. ADMIN AND BUDGET SPREADSHEET ......................................................................... 16
   3.9. CERTIFICATIONS AND ASSURANCES ......................................................................... 16
   3.10. DIVERSE BUSINESS INCLUSION PLAN ...................................................................... 16
   3.11. SUPPORTING DOCUMENTS .......................................................................................... 16

4. **EVALUATION AND CONTRACT AWARD** ...................................................................... 17
   4.1. EVALUATION PROCEDURE ........................................................................................... 17
   4.2. EVALUATION SCORING .................................................................................................. 17
   4.3. SCORING METHODOLOGY ............................................................................................ 18
   4.4. NOTIFICATION TO PROPOSERS ................................................................................... 23
   4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS ............................................................. 23
   4.6. PROTEST PROCEDURE .................................................................................................. 23

5. **GLOSSARY** .......................................................................................................................... 25

6. **RFP EXHIBITS** .................................................................................................................... 26
1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called “COMMERCE,” is initiating this Request for Proposals (RFP) in partnership with A Way Home Washington, hereafter called “AWHWA”, to solicit proposals from selected Anchor Communities interested in implementing strategies to improve systems to prevent and end youth homelessness by 2022.

This funding opportunity is a chance to engage local communities in targeted efforts to reduce youth and young adult homelessness through diversion, emergency response, and long-term housing.

Background

**A Way Home Washington (AWHWA) Anchor Communities**

The AWHWA Anchor Communities’ initiative is a statewide movement, starting with four initial communities, working to end youth and young adult homelessness. AWHWA will do this by activating local and statewide leadership to build cross-agency momentum, refine and improve data collection, and use data by building a quality By-name List in each community. The Anchor Communities initiative will drive monthly reductions in youth and young adult homelessness by implementing strategies to improve systems to reach (and sustain) an end to YYA homelessness in Washington State. AWHWA is working in partnership with Commerce’s Office of Homeless Youth (OHY) to award funding to Anchor Communities under this RFP.

**Office of Homeless Youth**

Created in 2015, the Office of Homeless Youth Prevention and Protection Programs hereafter called “OHY” leads statewide efforts to reduce and prevent homelessness for youth and young adults.

OHY has a vision that “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”.

**OHY guiding principles include:**

- 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 but 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.

OHY provides oversight and management of six individual core programs that make up a continuum of services to address the needs of runaway and homeless youth including:

**Street Outreach Services (SOS):**

Street Outreach Services (formerly Street Youth Services) provides services and resources either directly or through referral to unaccompanied street youth ages 12 to 17 (**and young adults ages 18**).
to 24 subject to passage of House Bill 1657) living on the streets and/or experiencing homelessness. Services include crisis intervention, emergency supplies, case management, referrals, etc. and may be provided through community based outreach or daytime/evening drop in centers.

**HOPE and Crisis Residential Centers (HOPE/CRC)**

HOPE and CRC’s are licensed facilities that provide temporary shelter, assessment, referrals, family reconciliation, and permanency-planning services for youth ages 12 to 17.

**HOPE Center:** Youth are eligible for a HOPE Center if they are unaccompanied, living on the streets or another unsafe location not intended for occupancy of a minor. A youth may stay in a HOPE Center for up to 30 days, with an additional 30 days in 15-day increments if there is no safe placement option. Youth may self-refer to a HOPE Center on a voluntary basis.

**Crisis Residential Center (Semi-Secure):** Youth are eligible for a CRC if they are experiencing family conflict, have run away from home or a court ordered placement, and/or whose health and safety is at risk. CRC’s are operated in a manner to ensure youth do not runaway. A youth may stay in a CRC for up to 15 days Youth may be admitted to a CRC as a self referral, be placed there by law enforcement, or at the request of the Department of Children, Youth, and Families (DCYF) for an emergency placement.

HOPE and CRC programs may be co-located in the same licensed facility. Eligibility for either program is determined based on the youth’s individual circumstances. In many instances, youth may be eligible for placement in either a HOPE Center or CRC, in which case providers determine which program can best meet the needs of the youth.

**Secure Crisis Residential Centers (SCRC)**

SCRC’s provide the same services that a semi-secure CRC provides except the facility has locking doors/windows that prevent a youth from running away, and lengths of stay in an SCRC can be no longer than 5 days excluding weekends and holidays. SCRC may be community based or co-located with county operated juvenile detention centers. Youth may be admitted to an SCRC by either law enforcement or transferred from another CRC facility if certain conditions are met (See SCRC Program Guidelines) for further details.

**Young Adult Shelter (YAS)**

Young Adult Shelters provide emergency shelter, assessment, referral, and permanency planning services for young adults ages 18 to 24 who lack a fixed, regular, and adequate nighttime residence as set forth in state statute (RCW 43.330.702). Shelter is provided on either a night-by-night or continuous basis.

**Young Adult Housing Program (YAHP)**

The Young Adult Housing Program provides transitional housing and/or rental assistance, as well as individualized case management to young adults’ ages 18 to 24 who are experiencing homelessness in order to support independent living.

**Independent Youth Housing Program (IYHP)**

The Independent Youth Housing Program provides transitional housing and/or rental assistance, as well as individualized case management to young adults’ ages 18 to 22 who are experiencing homelessness who were formerly in foster care. Similar to the YAHP, the goal is to support independent living.

**Ancillary Therapeutic Services (ATS)**

Ancillary Therapeutic Services (formerly Ancillary/Integrated Services) are services intended to improve performance outcomes and quality of OHY programs by building capacity for grantees to provide on-site family reconciliation and/or behavioral health services.

---

1 Licensing is conducted by the Division of Licensed Resources (DLR) at the Department of Children Youth and Families (DCYF)

2 While RCW 43.185C allows youth to stay in a secure-CRC for up to 5 days, federal laws require youth in these facilities to receive a review hearing within 24hrs, whereupon they are to be released unless a judge orders them to detention.
For further clarity regarding the scope, requirements, and program eligibility of any of the above programs, please see OHY’s program guidelines available at www.commerce.wa.gov/OHY. Guidelines for programs eligible under this RFP are also included as part of the RFP materials, with the exception of ATS Guidelines, which will be posted to the OHY website by April 15, 2019.

1.2. FUNDING OPPORTUNITY
The Office of Homeless Youth is anticipating funding to support Anchor Communities, subject to 2019-21 budget appropriations, to be awarded to fund the activities identified in this RFP. Any funding appropriated will be available through this RFP, divided in equal amounts, to the four Anchor Communities selected by AWHWA (see Section 1.3). The amount available to each Anchor Community will then be divided amongst each successful bidder according to submitted proposals.

With the exception of Street Outreach Services (SOS) (see below), funding amounts for each project within an Anchor Community will not be determined prior to application thus giving the review team maximum flexibility to recommend awards based on community need. Applicants can apply for one or multiple funding opportunities through this single application. Awarded amounts may vary or be less than minimum funding levels requested for each project subject to funding availability.

Funding awards will be based on evaluation criteria (see Section 4 Evaluations and Contract Award), and grant funding objectives (see Section 1.4 Funding Objectives).

Program Highlights
OHY is making several changes to program eligibility and eligible uses of funding during this procurement to support youth and young adults in obtaining and/or maintaining safe and stable housing. The following changes reflect new opportunities through this RFP.

- **Subject to passage of House Bill 1657**, young adults ages 18 to 24 are now eligible for services through the Street Outreach Services (SOS) program. This expands the age eligibility for SOS to serve unaccompanied street youth ages 12 to 17 **AND** young adults ages 18 to 24.

- Diversion assistance is now an eligible expense for SOS programs. Street Outreach programs are often the first point of contact for many runaway and homeless youth in need of housing and support. As such, outreach programs have an unique opportunity to divert young people in crisis from ever entering the homeless response system. This is achieved through case management and creative problem solving with young people about alternative housing arrangements outside of emergency shelter and/or housing subsidies. For a list of eligible diversion expenses see SOS guidelines.

- 6 months of aftercare is now an eligible expense for all OHY programs. Aftercare includes ongoing case management and support services even after the client has moved into PH or exited the program. This allows agencies to support successful and stable transitions towards family reconciliation or independent living.

- Youth enrolled in Extended Foster Care (EFC) are now eligible for YAHP, if they meet all other YAHP eligibility criteria. The youth’s EFC stipend will be included as income for determining the tenant’s portion of rent (Total Tenant Payment).

- **Subject to passage of House Bill 1657**, youth on a Child in Need of Services (CHINS) petition are eligible for enrollment or continued placement in HOPE Centers.

The following funding opportunities are available through this RFP:

- **HOPE and Crisis Residential Centers** (CRC). Funding is available to agencies that wish to provide temporary shelter, assessment, referrals, family reconciliation, and permanency-planning services for youth ages 12 to 17. Requests for funding may be for either HOPE or
semi-secure Crisis Residential Centers. Awards for co-located HOPE/CRC’s will be under a single contract.

- **Secure Crisis Residential Centers** (SCRC). Funding is available to agencies that wish to provide temporary shelter, assessment, referrals, family reconciliation, and permanency-planning services to youth ages 12 to 17 in a secure facility. A secure facility has locking doors/windows that prevent a youth from running away. SCRC may be community based or co-located with a county operated juvenile detention center.

- **Street Outreach Services** (SOS). Funding for SOS is available for agencies that wish to conduct street or community based outreach and/or provide drop in services to unaccompanied street youth ages 12 to 17 **(and young adults ages 18 to 24 subject to passage of House Bill 1657)**. Funding is limited to $300,000 per FY ($600k total over the biennium). This funding limit is not a guarantee at these amounts. The review team will ensure proposals and community need align with funding requests. Awards may be less than the maximum allowed or requested, subject to funding availability.

- **Young Adult Shelter** (YAS). Funding for YAS is available for agencies that wish to provide emergency shelter, assessment, referral, and permanency-planning services to young adults’ ages 18 to 24 experiencing homelessness. YAS may be provided on a night-by-night or continuous enrollment basis. Communities proposing to provide night-by-night shelter will be expected to speak to their need for a night-by-night shelter over continuous enrollment.

- **Young Adult Housing Program** (YAH). Funding for YAH is available for agencies that wish to provide housing and/or rent assistance to young adults ages 18 to 24 experiencing homelessness. Agencies may choose to utilize a range of housing interventions including but not limited to transitional housing, transition in place, rapid-re housing, Bridge housing, etc. For a complete description of possible housing interventions, please see YAH guidelines.

- **Ancillary Therapeutic Services** (ATS) (formerly ancillary/integrated services). Funding for ATS is available to agencies that wish to provide family reconciliation, therapy/counseling, and/or other behavioral health services to youth enrolled in OHY programs. ATS services are not to replace services otherwise billable to Medicare or private health insurance, unless it creates a barrier for these youth. ATS should be targeted to support outcomes around social and emotional well-being, where applicable (See Exhibit C). To be eligible to receive ATS funds agencies must operate one of OHY core-programs during the contract period.

COMMERCEREINTENDS TO AWARD MULTIPLE CONTRACT(S) TO PROVIDE THE SERVICES DESCRIBED IN THIS RFP.

**NOTE: ALL AWARDS ARE CONTINGENT UPON FINAL 2019-2021 BUDGET APPROPRIATIONS.**

**Performance Outcomes**

In accordance with OHY’s goal to make data driven decisions for ensuring services to runaway and homeless youth are equitable, accessible, and effective, OHY will continue with the implementation of performance measures to evaluate future public investments in homeless youth services. Shifting towards performance based contracting allows for continued improvement and progress towards program and system-wide goals to end youth homelessness. OHY will work with grantees to achieve outcomes that align with OHY’s five priority areas (See Exhibit C for list of Performance Measures by OHY project). OHY will be working with individual grantees to identify performance benchmarks, and evaluate progress against those benchmarks during the FY 20-21 contracting period.

**Required Timelines**

Grantees must be ready to enroll eligible youth into the program no later than the timelines below. Extensions to the below timeline may be granted on a case-by-case basis.

HOPE or CRC’s that require licensing approval from the Department of Licensed Resources (DLR) at DCYF before implementation must provide Commerce with a copy of the initial
licensing application as part of this RFP. If grantees do not secure licensing approval by the dates below, they must provide OHY with a written explanation.

OHY reserves the right to contact the regional licensor in the area for which services are proposed to check the status of a licensing application, confirm the agencies written explanation, and/or to provide assistance resolving licensing issues. Commerce reserves the right to amend contract budget amounts to adjust for delays in licensing.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Jul 1, 2019</th>
<th>Sep 1, 2019</th>
<th>Nov 1, 2019</th>
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<tbody>
<tr>
<td>Existing grantees expanding capacity in current OHY programs, but with no major modifications to the scope of work.</td>
<td></td>
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<tr>
<td>Existing grantees expanding capacity in current OHY programs with major modifications to the scope of work (i.e. service components, services area, target populations, etc.).</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>New grantees operating new OHY programs for the first time.</td>
<td></td>
<td></td>
<td>x</td>
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<tr>
<td>New or existing grantees operating HOPE/CRC or SCRC programs that require licensing approval from DLR</td>
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<td>x</td>
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### 1.3. ELIGIBLE APPLICANTS

Eligible applicants must serve counties that have been selected as an AWHWA Anchor Community from the first 2018 Anchor Communities’ cohort, which includes: Spokane, Walla Walla, Yakima, and Pierce counties.

Each applicant must have an endorsement from AWHWA, and submit, as part of the RFP, a letter of support from AWHWA attesting to their approval of the application for funding.

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.

Agencies must be licensed to do business in the State of Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

Agencies submitting applications to operate HOPE or CRC facilities must include as part of the application a copy of their existing DLR license or a copy of their application for DLR licensing.

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.

### 1.4. FUNDING 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 opportunity.

**Community Partnerships**

When non-profit agencies, local government, public systems, and other stakeholders work together to respond to youth homelessness, communities are better equipped to not just address youth currently experiencing homelessness, but to prevent new episodes of homelessness so no young
A person has to spend a single night out without a safe and stable home. In accordance with OHY’s vision, every community should have services that are equitable, accessible, effective, responsive, and coordinated. Community partnership are essential for achieving this goal. OHY will prioritize funding requests from communities that demonstrate effective partnerships across their continuum of care so each community has a strategic and coordinated response to youth homelessness.

**Strengthening Workforce**

Positive and meaningful relationships with adults are one of the most important factors, outside of housing, for helping young people who have experienced homelessness succeed. In accordance with Positive Youth Development, young people need to know adults in their lives care about them and believe in their ability to succeed. Having caring, trusting, and dependable staff who understand and/or can empathize with the experiences of homeless youth is paramount to this. OHY is committed to ensuring requests for funding take into account strategies that strengthen the workforce and prioritize the needs of program staff. Applicants should thoughtfully consider what they are doing to promote job satisfaction, provide training and professional growth opportunities, ensure equity in pay and benefits, and how the organization as a whole creates a supportive work environment that allows staff to stay focused on building meaningful relationships with youth.

**Equity in Services**

Youth of color and LGBTQ youth are overrepresented amongst homeless youth, compared to the general population, because of structural racism, trauma and abuse, family rejection, and poverty.

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.

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.

OHY will prioritize funding requests from organizations that demonstrate they can adequately address the unique needs of these overrepresented populations, remove barriers, and provide services that are affirming, accessible, and responsive to youth who are marginalized because of their race, ethnicity, gender identity, or sexual orientation. Grantees will be required to utilize emerging research and best practices for addressing the needs of these communities.

**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. OHY is interested in supporting services that actively cultivate ways for youth to be involved and provide feedback and take on leadership opportunities at every level of an organization.

**Data Driven Using By Name List (BNL)**

Projects funded through this opportunity are expected to collaborate with local Coordinated Entry (CE) systems to use By Name List data to test innovate approaches to reducing youth and young adult homelessness. A By Name List Scorecard (example included with RFP materials) will be used to reach quality, real time, young person specific data to identify interventions that reduce the inflow

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5 Examples include but are not limited to the NW Network’s King County Youth of Color Needs Assessment and the Center for Children and Youth Justice’s (CCYJ) Protocols for Safe and Affirming Care.
into homelessness and increase the number and rate at which YYA move through the system to safe, stable, and permanent housing.

Quality, real-time data is achieved through a perfect score on the By Name List Score Card (BNL SC), balancing monthly data, and three months of data reliability.

Quality data is measured by:
1. Answering “yes” to 41/43 questions on the BNL scorecard.
2. Reach a "Data Reliability" threshold, similar to balancing a checkbook. This is a quantitative measure to see if the numbers communities are reporting "balance." Do the inflow and outflow numbers accurately account for the changes in the actively homeless number?
3. Submit at least three months of reliable data consecutively.

Continuous Quality Improvement (CQI)
Projects funded through this opportunity will use continuous quality improvement (CQI) methodology to introduce and test system change strategies to reduce YYA homelessness to functional zero and sustain thereafter. This may include anything from policy tweaks to community programs scaling up or scaling back, to coordinating new and existing funds in your community’s homelessness system to address inflow (prevention/diversion, outreach) and to more quickly get young people permanently housed (outflow).

1.5. PERIOD OF PERFORMANCE
The period of performance of any contract resulting from this RFP is scheduled to begin on July 1, 2019 and to end on June 30, 2021. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the contract for two one-year periods.

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 consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

ATS: Ancillary Therapeutic Services

AWHWA: A Way Home Washington

By-Name List: This is a real-time accounting of young people who are experiencing homelessness in your community. This list should be used to triage the needs of young people experiencing homelessness, match them with the appropriate interventions to permanently end their homelessness, understand needs relative to resources, and measure progress towards ending YYA homelessness.

By Name List Scorecard: Helps communities take a snapshot of local progress toward a quality by-name list for all unaccompanied youth and young adults under age 25 and target areas for improvement. Communities receive a score which helps create action plans and measurement improvement toward a comprehensive by-name list.

Consultant: Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

Continuous Quality Improvement: systematic and continuous actions that lead to measurable improvement in homeless services and the status of youth and young adults experiencing homelessness.
Contractor: Individual or company whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

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

CRC: Crisis Residential Center

DCYF: Department of Children Youth and Families

DLR: Division of Licensed Resources

IYHP: Independent Youth Housing Program

OHY: Office of Homeless Youth

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

Proposer: Individual or company 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 consultant community to suggest various approaches to meet the need at a given price.

SCRC: Secure Crisis Residential Center

SOS: Street Outreach Services

YAHP: Young Adult Housing Program

YAS: Young Adult Shelter

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>My-Le Tang</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:youthhomeless@commerce.wa.gov">youthhomeless@commerce.wa.gov</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>360-725-2982</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Issue Request for Proposals</th>
<th>April 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder's webinar</td>
<td>April 9th, 2019 at 2:00PM PST</td>
</tr>
<tr>
<td>Register via GoToWebinar:</td>
<td><a href="https://attendee.gotowebinar.com/register/6177740618231662851">https://attendee.gotowebinar.com/register/6177740618231662851</a></td>
</tr>
<tr>
<td>Webinar ID: 218-642-067</td>
<td></td>
</tr>
<tr>
<td>Question &amp; Answer Period</td>
<td>April 1 – May 1, 2019</td>
</tr>
<tr>
<td>Answers to Q &amp; A period posted no later than</td>
<td>May 6, 2019</td>
</tr>
<tr>
<td>Proposals due</td>
<td>May 15, 2019 at 4:00 PM PST</td>
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<tr>
<td>Evaluate proposals</td>
<td>May 20-31st, 2019</td>
</tr>
<tr>
<td>Announce “Apparent Successful Contractors” and send notification via e-mail to unsuccessful proposers</td>
<td>June 4, 2019</td>
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<tr>
<td>Hold debriefing conferences (if requested)</td>
<td>June 10-14, 2019</td>
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<tr>
<td>Negotiate contract</td>
<td>June 17-28, 2019</td>
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<tr>
<td>Anticipated contract start date</td>
<td>July 1, 2019</td>
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</tbody>
</table>

COMMERCE reserves the right to revise the above schedule.

2.3.  BIDDERS WEBINAR

A bidder’s webinar is scheduled to be held on April 9, 2019 at 2:00 p.m., Pacific Time. To register for the bidders webinar please use the link above. All prospective grantees are encouraged participate; however, participation is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising during the bidders’ webinar 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 grantees that has received a copy of the RFP or made the RFP Coordinator aware of its interest in this procurement.

2.4.  SUBMISSION OF PROPOSALS

The RFP Coordinator must receive the proposal no later than 4:00 P.M. on May 15, 2019.

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 or Excel format.
when submitted budget spreadsheets. 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.

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 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 Consultant 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 Consultant 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 Consultant has marked as “Proprietary Information,” COMMERCE will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Consultant 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 Consultant’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. 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, 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. DIVERSE BUSINESS INCLUSION PLAN
Responders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

**COMMERCE has the following agency goals:**
- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

### 2.8. COMPLAINT PROCESS

Applicants may submit a complaint to COMMERCE based on any of the 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 Consultant can propose. There will be no best and final offer procedure. COMMERCE does reserve the right to contact a Consultant 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 Consultant’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. 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 C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. 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.

2.12. 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.

2.13. NO OBLIGATION TO CONTRACT
This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.14. 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.

2.15. 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.

2.16. 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.

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

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

Proposals must be written in English, Single space, 12pt font, and submitted electronically, in PDF format (unless otherwise specified), to the RFP Coordinator at youthhomeless@commerce.wa.gov.

To the extent feasible, documents not listed as separate should be scanned together into a single PDF in the order listed below. Applicants may need to electronically convert and/or merge documents together using PDF converter software. It is recommended documents be merged electronically rather than scanning multiple documents into one document manually, as scanned comments may have reduced clarity or readability. Do not submit any additional documentation not listed below.

Proposals for funding must include the following mandatory documents; those items that are italicized will be scored:

- Cover Sheet
- Organizational Q & A
- Program- Q & A
- Commerce Application Survey
- Participants Rights & Responsibilities
- Copy of license or licensing application for DLR, if applicable
- Letter of Support from AWHWA
- Admin & Budget Spreadsheet (separate Excel)
- Certification and Assurances (separate PDF)
- Diverse Business Inclusion Plan (separate PDF)

Proposals for funding may include the following supporting documentation:

- Most recent fiscal audit (separate PDF)
- Letters of support or MOUs (mandatory to receive partnership points)
- Organizational Chart
- OMWBE Certification

Items marked mandatory must be included as part of the proposal or the proposal may be rejected.

3.1. COVER SHEET

The Cover Sheet must identify which programs the proposal is for including minimum funding amounts that would be acceptable for each program, and number of beds to be provided if applicable.

3.2. ORGANIZATIONAL Q & A

The Organizational Overview Q & A 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.

3.3. PROGRAM Q & A

The Program Specific Q & A must be completed for each program funding opportunity the applicant is applying for. The applicant may skip any questions for programs the applicant is not applying for.

3.4. COMMERCE APPLICATION SURVEY

Survey questions must be completed by all Applicants regardless of the specific funding request.

3.5. PARTICIPANTS RIGHTS AND RESPONSIBILITIES (PRR)

The PRR must include an explanation of the participant's rights and responsibilities while receiving services. The PPR may include but not be limited to rights including 1) confidentiality 2) personal safety 3) non-discrimination 4) under what circumstances services may be denied or terminated, etc.

3.6. DLR GROUP CARE LICENSE OR APPLICATION

Applicants submitting proposals that include licensed facilities (i.e. HOPE/CRC) must submit either a copy of their current DLR group care license or their application to operate a licensed facility as submitted to the Department of Licensed Resources (DLR) at DCYF.
3.7. LETTER OF SUPPORT FROM AWHWA
Applicants submitting proposals to receive funding under this grant must submit a letter of support from A Way Home Washington (AWHWA). The letter should detail why AWHWA supports the proposed project(s).

3.8. ADMIN AND BUDGET SPREADSHEET
Information and budget data reflecting a 24-month period should be entered using the workbook in the provided excel file and submitted as a separate excel attachment along with the full application.

3.9. CERTIFICATIONS AND ASSURANCES
The Certifications and Assurances form 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. The Certifications and Assurances form is included as Exhibit A and as a separate PDF with the RFP materials that can be signed scanned and submitted with the proposal.

3.10. DIVERSE BUSINESS INCLUSION PLAN
Applicants will be required to submit a Diverse Business Inclusion Plan with their proposal. See Section 2.7 of this RFP for further details. A Diverse Business Inclusion Plan template is included with as Exhibit B and as a separate PDF with the RFP materials that can be completed scanned and submitted with the proposal.

3.11. SUPPORTING DOCUMENTS
Supporting documents may be submitted where applicable, but are not required as part of this RFP.

- **Fiscal Audits**: Agencies who have completed recent fiscal audits are encouraged to submit those audits as part of this RFP to demonstrate the fiscal stability of their organization.

- **Letters of support and/or MOU's**: are highly encouraged, especially in instances where the applicant uses community partnerships and/or collaborations to demonstrate capacity for meeting the needs of underserved populations or to illustrate a robust continuum of care. 
  
  Note: Applicants who demonstrate ability to work collaboratively across their community/system to form meaningful partnerships that strengthen the communities' ability to respond to youth and young adult homelessness and/or the needs of marginalized communities may receive additional points during the RFP review process (See Section 4).
  
  - Applicants must provide letters of support or MOU's to receive additional community partnership points.
  
  - Applicant may submit two letters of support from an organization whose primary mission is to serve marginalized communities to receive additional marginalized communities' points.

- **Org Charts**: Agencies organizational charts are useful in helping the review team understand the internal structure of the organization, and to clarify roles/duties as described in the application.

- **OMWBE Certification**: Includes proof of certification issued by the Washington State Office of Minority and Women's 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](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 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 proposal.

4.2. EVALUATION SCORING
The following points will be assigned to the proposal for evaluation purposes:

<table>
<thead>
<tr>
<th>Organizational Questions</th>
<th>135 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary</td>
<td>5 points (maximum)</td>
</tr>
<tr>
<td>Experience &amp; Philosophy</td>
<td>10 points (maximum)</td>
</tr>
<tr>
<td>Need</td>
<td>10 points (maximum)</td>
</tr>
<tr>
<td>Staffing</td>
<td>10 points (maximum)</td>
</tr>
<tr>
<td>Youth Engagement/PYD</td>
<td>30 points (maximum)</td>
</tr>
<tr>
<td>Trauma Informed Care</td>
<td>20 points (maximum)</td>
</tr>
<tr>
<td>Harm Reduction</td>
<td>20 points (maximum)</td>
</tr>
<tr>
<td>Cultural Responsiveness</td>
<td>30 points (maximum)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Questions</th>
<th>20 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>8 points (maximum)</td>
</tr>
<tr>
<td>Accessibility</td>
<td>6 points (maximum)</td>
</tr>
<tr>
<td>Outcomes</td>
<td>4 points (maximum)</td>
</tr>
<tr>
<td>Readiness</td>
<td>2 points (maximum)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Specific Questions</th>
<th>5 points (per program)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility – HOPE, CRC, YAS</td>
<td>5 points (maximum)</td>
</tr>
<tr>
<td>Facility - SOS</td>
<td>2 points (maximum)</td>
</tr>
<tr>
<td>Outreach - SOS</td>
<td>3 points (maximum)</td>
</tr>
<tr>
<td>Housing - YAHP</td>
<td>5 points (maximum)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Collaboration with Coordinated Entry/BNL</th>
<th>10 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnerships</td>
<td>10 points</td>
</tr>
<tr>
<td>Marginalized Communities</td>
<td>10 points</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>10 points</td>
</tr>
</tbody>
</table>

| TOTAL POINTS                                  | 200 points |

| ATS Questions *(scored separately)*          | 10 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

<table>
<thead>
<tr>
<th>Percent of Points</th>
<th>Description (round points to nearest whole number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>80-100% Optimal</td>
<td>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.</td>
</tr>
<tr>
<td>40-80% Acceptable</td>
<td>Answer is clear, thorough, and provides reasonable assurance as to respondent’s capacity to perform the work proposed.</td>
</tr>
<tr>
<td>0-40% Marginal</td>
<td>Answer is incomplete, lacks clarity, and does not provide assurance to respondent’s ability to perform the work proposed. Zero points for no answer.</td>
</tr>
</tbody>
</table>

### ORGANIZATIONAL OVERVIEW

<table>
<thead>
<tr>
<th>Application Component</th>
<th>Max Score</th>
<th>Scoring Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary</td>
<td>5</td>
<td>The applicant’s mission and/or vision aligns with the scope and objectives of the grant</td>
</tr>
<tr>
<td>Experience &amp; Philosophy</td>
<td>10</td>
<td>Response demonstrates applicant has experience providing services to homeless youth and/or understands the unique needs of homeless youth; can articulate how the proposed services fits within broader, regional efforts to address homelessness; understands where referrals to services comes from; has prior experience managing local, state, or federal grants and/or using HMIS; and no key community stakeholders are opposed to the proposal</td>
</tr>
<tr>
<td>Need</td>
<td>10</td>
<td>Response demonstrates the applicant can identify current gaps in services for runaway and homeless youth within the geographical services area including gaps in services by demographic subpopulation(s); the number of youth proposed to be served over the contract period seems achievable in relation to the proposed services and aligns with community need</td>
</tr>
<tr>
<td>Staffing</td>
<td>20</td>
<td>Response demonstrates applicant is proactive in their approach to recruiting staff and/or the agency has implemented strategies for recruiting formerly homeless youth to become staff; applicant provides benefits, incentives, or supports that promote staff wellbeing, addresses burnout/vicarious trauma, contributes to staff retention, and promotes job satisfaction; there are training and/or professional growth opportunities for entry level staff within the organization</td>
</tr>
<tr>
<td>Youth Engagement/PYD</td>
<td>30</td>
<td>Response demonstrates organization is welcoming to youth and develops youth centered, strength-based relationships with young people; the organization provides meaningful opportunities for youth to participate in and provide feedback on services. The organization supports the youth’s goals, interest, or abilities; youth have self-determination; there is leadership and/or decision making opportunities for youth within the organization, and the organization has</td>
</tr>
<tr>
<td>Application Component</td>
<td>Max Score</td>
<td>Scoring Considerations</td>
</tr>
<tr>
<td>-----------------------------</td>
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<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>processes in place to incorporate youth feedback in order to improve youth experience with services</td>
</tr>
<tr>
<td>Trauma Informed Care</td>
<td>20</td>
<td>Response demonstrates applicant has competency with regards to creating and maintaining environments for young people informed by the impacts of trauma; aligns with best practices around trauma informed care; the applicant has appropriate interventions in place to address the needs of youth who are commercially sexually exploited and/or trafficked</td>
</tr>
<tr>
<td>Harm Reduction</td>
<td>20</td>
<td>Response demonstrates the applicant’s approach to working with youth with mental health and/or substance abuse issues, or youth engaged in high risk behavior; approach aligns with principles of harm reduction; the organization provides educational programming and/or resources that support youth in reducing harms associated with high risk behavior (beyond abstinence only); the organization is engaged in community wide efforts to address stigmas associated with mental health, drug use, and/or homelessness</td>
</tr>
<tr>
<td>Cultural Responsiveness</td>
<td>30</td>
<td>Response demonstrates the proposed services are respectful and responsive to, the beliefs, practices, culture and linguistic needs of diverse marginalized populations; the organization has experience providing appropriate services to and/or working directly with youth of color and/or LGBTQ youth; the organization has a good record of collaborating with other community organizations whose primary mission is to serve marginalized communities; the organization disaggregates data by race, ethnicity, sexual orientation and/or gender identity; the organizations’ policies and/or procedures affirm the identities of marginalized youth, volunteers, and staff; their is specific programming for youth of color and/or LGBTQ youth that normalizes their experiences, and provides opportunities for maintaining cultural, social, and spiritual relationships with their communities; program materials are accessible in multiple languages; the organization hires staff that reflects the populations served including bi-lingual staff; the applicant has capacity at all levels of the organization for addressing racism, sexism, homophobia, transphobia, and other isms that contribute to systemic oppression and youth homelessness.</td>
</tr>
<tr>
<td>TOTAL POSSIBLE POINTS</td>
<td></td>
<td>135</td>
</tr>
</tbody>
</table>

**PROGRAM QUESTIONS**

<table>
<thead>
<tr>
<th>Application Component</th>
<th>Max Score</th>
<th>Scoring Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>8</td>
<td>The proposed services align with the scope of the projects being applied for; the staffing structure supports creating and maintaining safe and</td>
</tr>
</tbody>
</table>
welcoming environments for youth; the hours of operation aligns with the program model and/or community need; program activities address the developmental needs of youth, and supports success in OHY’s five priority areas; proposed services meet young people where they are at; number of youth to be served aligns with program capacity, proposed services, and community need; proposal addresses gaps in the service area particularly for underserved populations; referrals/admissions prioritize self-refer youth; outreach supports connecting youth not otherwise engaged in services

| Accessibility | 6 | Response demonstrates the applicants commitment to keeping services low barrier, particularly for youth with prior criminal justice involvement, drug/alcohol use, or mental health issues; services do not include any pre-conditions or program requirements beyond OHY program eligibility or guidelines, licensing regulations, statues, laws, and/or regulations; rules and behavioral expectations are transparent, enforced equitably, and centered around the physical, psychological, and emotional safety of youth rather than obedience to staff; youth are informed about consequences to violating rules, and consequences are not singularly punitive, and include a process by which youth can regain access to services; youth are not required to have photo ID to participate in services, but the program helps youth obtain legal ID. |
| Outcomes | 4 | Response illustrates how the program will make progress in helping youth achieve safe and stable housing, family reconciliation (when safe and appropriate), obtainment of education and/or employment, foster permanent connections, and support overall social and emotional wellbeing; the applicant demonstrates effective collaborations with other public systems of care such as child welfare, juvenile justice, behavioral health, etc. to support referrals to and/or transitions from public systems |
| Readiness | 2 | The applicant will be ready for program implementation according to the timelines specified in the RFP and/or has a reasonable explanation and awareness around what is needed to be ready |
| TOTAL POSSIBLE POINTS | | 20 |

**PROGRAM SPECIFIC QUESTIONS**

<table>
<thead>
<tr>
<th>Application Component</th>
<th>Max Score</th>
<th>Scoring Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility – SOS Drop Ins</td>
<td>2</td>
<td>The facility is structured physically and staffing wise to ensure a safe and welcoming environment for youth; the organization has appropriate supervision in place for staff, volunteers, and/or participant milieu; protocols are in place in case of emergencies (i.e. natural disasters, fire, power outages, extreme weather, violent patrons, etc.); appropriate</td>
</tr>
<tr>
<td>Application Component</td>
<td>Max Score</td>
<td>Scoring Considerations</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Facility – HOPE, CRC, YAS</td>
<td>5</td>
<td>Same as above; rooms/beds are assigned according to youths' gender identity (not sex assigned at birth) unless [youth has specifically requested other arrangements]; proposals for night by night shelters have a good explanation as to why a night by night shelter is needed over a continuous stay shelter.</td>
</tr>
<tr>
<td>SOS</td>
<td>3</td>
<td>Response demonstrates appropriate supervision and safety protocols in place to ensure outreach staff or volunteers are well prepared for street based outreach and/or working in unpredictable environments; personal safety and professional boundaries are taken as a central component of the outreach program; applicant has described the method for identifying, engaging, assessing, and referring runaway and homeless youth who are on the streets.</td>
</tr>
<tr>
<td>YAHP</td>
<td>5</td>
<td>Response identifies what efforts the program makes to engage landlords to secure affordable housing for program participants. Applicant identifies the services and/or supports offered to youth enrolled in the YAHP program beyond rental assistance that supports the development of independent living skills.</td>
</tr>
<tr>
<td>TOTAL POSSIBLE POINTS</td>
<td></td>
<td>5 Per program</td>
</tr>
</tbody>
</table>

**OTHER SCORING COMPONENTS**

<table>
<thead>
<tr>
<th>Application Component</th>
<th>Max Score</th>
<th>Scoring Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collaboration with Coordinated Entry/BNL</td>
<td>10</td>
<td>Responses demonstrates how this project supports the community's 'By Name List' infrastructure and management. In addition, how this project contributes to reducing inflow and increasing outflow.</td>
</tr>
<tr>
<td>Community Partnership</td>
<td>10</td>
<td>Responses should demonstrate established partnerships between non-profit agencies, local government, public systems, and other stakeholders that are collaborative in nature and have a well-established history addressing the housing and service needs of culturally and linguistically diverse homeless youth in your service area. OHY will prioritize funding requests from communities that demonstrate effective partnerships across their continuum of care so each community has a strategic and coordinated response to youth homelessness. Applicants must provide letters of support or MOU's that demonstrate effective partnerships across their communities' continuum of care to receive additional community partnership points.</td>
</tr>
<tr>
<td>Marginalized Communities</td>
<td>10</td>
<td>Priority will be awarded to proposals that fill unmet needs or expand services in marginalized communities by specifically aiming to support/partner with communities and populations that have been historically and systemically oppressed including</td>
</tr>
</tbody>
</table>
### Application Component | Max Score | Scoring Considerations
--- | --- | ---
**Scoring Considerations** |  | racial/ethnic groups, youth and young adults that identify as LGBTQ+, documented or undocumented immigrants, or limited English speaking communities. Points will be awarded to applicants who provide one of the following 1) demonstrate service population data that shows more than 30% of population is a race, gender, ethnic, or sexual minority 2) be located within or targeting services towards geographically marginalized communities (ex. federal recognized tribes and/or on tribal land) 3) two letters of support from organizations whose primary mission is to serve marginalized communities.

**Cost Proposal** | 10 | Proposed budget is substantiated by assumptions, staffing costs are reasonable given the scope and objectives of proposed activities; overall budget is reasonable given services that will be provided; salaries for entry level direct care staff are at least a living wage for a single adult or higher (as determined by the **UW Self Sufficiency Calculator**); requested amounts for training is robust enough to support completion of mandatory trainings; requested amounts are below specified funding caps (admin no more than 15% of total budget; SOS total no more than 300k per FY)

**TOTAL OTHER POINTS** | 40 | **ATS QUESTIONS** (SCORED SEPERATELY)

### Application Component | Max Score | Scoring Considerations
--- | --- | ---
**Services** | 4 | Response demonstrates how ATS services will enhance existing OHY services, describes services proposed under ATS funding including treatments or best practices that will be used; specifies how many unduplicated youth are to be served by ATS funds

**Qualifications** | 2 | Response describes the desired qualifications, experience, and/or expertise desired by clinicians providing services under ATS funding; the desired qualifications align with best practices; are trauma informed; adhere to OHY guiding principles (see Section 1); center the voices and experiences of youth; and is affirming of LGBTQ youth and youth of color

**Outcomes** | 2 | Response describes how ATS funding will support outcomes around social and emotional wellbeing through provision of counseling or therapy, family reconciliation services, outpatient services, and/or other innovative approaches that support the youth’s overall well being

**Readiness** | 2 | The applicant will be ready for program implementation according to the timelines specified in the RFP and/or has a reasonable explanation and awareness around what is needed to be ready
### 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 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 or facsimile, 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 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

| TOTAL POSSIBLE POINTS | 10 |
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 ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may 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 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.

Cultural Responsiveness
“Culturally responsive services are those that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual”

---

6. **RFP EXHIBITS**

- Exhibit A  Certifications and Assurances
- Exhibit B  Diverse Business Inclusion Plan
- Exhibit C  Performance Measures
- Exhibit D  Service Contract Format with General Terms and Conditions
CERTIFICATIONS AND ASSURANCES

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

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this 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.

Signature of Proposer

Title

Date
DIVERSE BUSINESS INCLUSION PLAN

Do you anticipate using, or is your firm, a State Certified Minority Business?
Y/N
Do you anticipate using, or is your firm, a State Certified Women’s Business?
Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?
Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?
Y/N

If you answered No to all of the questions above, please explain:
_________________________________________________________________________

Please list the approximate percentage of work to be accomplished by each group:
Minority ___%
Women ___%
Veteran ___%
Small Business ___%

Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: __________________
Phone: __________________
E-Mail: __________________
## SAFE AND STABLE HOUSING

<table>
<thead>
<tr>
<th>Outcomes</th>
<th>Indicator</th>
<th>Time of Measurement</th>
<th>HMIS Data Elements</th>
<th>Programs</th>
<th>Definition and Notes</th>
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<tbody>
<tr>
<td>Safe and Stable Housing</td>
<td>Increase in % of youth who exit to safe and stable housing</td>
<td>Project Exit</td>
<td>3.12 Destination</td>
<td>All</td>
<td>See OHY_HUD Outcome Matrix for description of temporary and permanent destinations that are considered stable by project type</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>(Under Consideration)</strong> R19 Safe and Appropriate Exit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Destinations are considered safe as determined by the youth</td>
</tr>
<tr>
<td>Returns to Homelessness</td>
<td>Increase in % of youth who maintain safe and stable housing</td>
<td>6 and 12 Months</td>
<td>3.11 Project Start Date: 3.10 Project Exit Date</td>
<td>HOPE, CRC YAHP, IYHP</td>
<td>Percent who enroll or reappear in an outreach, shelter, or service only type project after exiting to a PH destination.</td>
</tr>
<tr>
<td>Length of Stay</td>
<td>Reduction in the median number of days to exit to safe and stable housing</td>
<td>Project Exit</td>
<td>3.10 Project Start Date; 3.11 Project Exit Date; 4.14 Bed Night(YAS)</td>
<td>SYS, YAS</td>
<td>For night-by-night shelter, number of days in project is measured by non-continuous bed nights during the project enrollment</td>
</tr>
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</table>

---

7 For more details regarding the implementation of OHY performance measures see individual program guidelines appendices.
### FAMILY RECONCILIATION

<table>
<thead>
<tr>
<th>Outcomes</th>
<th>Indicator</th>
<th>Time of Measurement</th>
<th>HMIS Data Elements</th>
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<th>Notes</th>
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<tr>
<td>Family Reconciliation</td>
<td>Increase in % of youth who exit to permanently living with family</td>
<td>Project Exit</td>
<td>3.12 Destination</td>
<td>HOPE, CRC, SCRC, SYS</td>
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### EDUCATION & EMPLOYMENT

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<tr>
<th>Outcomes</th>
<th>Indicator</th>
<th>Time of Measurement</th>
<th>HMIS Data Elements</th>
<th>Programs</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Education</td>
<td>Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED</td>
<td>Project Entry &amp; Exit</td>
<td>R5 School Status</td>
<td>HOPE, CRC, SYS, YAHP, IYHP</td>
<td>Includes youth who maintain attendance or obtain a HS diploma or GED during enrollment Excludes youth who already graduated HS or obtained a GED at project enrollment</td>
</tr>
<tr>
<td>Employment</td>
<td>Increase in % of youth who are currently working</td>
<td>Project Entry &amp; Exit</td>
<td>R6 Employment Status</td>
<td>YAHP, IYHP</td>
<td>Includes youth working at project entry who maintain employment during enrollment Excludes youth unable to work due to a disability.</td>
</tr>
<tr>
<td>Income</td>
<td>Increase in % of youth with increased income</td>
<td>Project Entry &amp; Exit</td>
<td>4.2 Income and Sources</td>
<td></td>
<td>Includes cash benefits</td>
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</table>
## SOCIAL & EMOTIONAL WELL BEING

<table>
<thead>
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<th>Outcomes</th>
<th>Indicator</th>
<th>Time of Measurement</th>
<th>HMIS Data Elements</th>
<th>Programs</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Healthcare</td>
<td>Increase in % of youth who obtain healthcare coverage</td>
<td>Project Entry &amp; Exit</td>
<td>4.4 Health Insurance</td>
<td>HOPE, CRC, SYS, YAHP, IYHP</td>
<td>Excludes youth who said yes to already having healthcare coverage at project enrollment</td>
</tr>
<tr>
<td>Mental Health</td>
<td>Increase in % of youth with a mental health issue who receive counseling(^a)</td>
<td>Project Entry; During Project Enrollment</td>
<td>4.9 Mental Health Problem; R18 Counseling</td>
<td>HOPE, CRC, YAHP, IYHP</td>
<td>Includes youth who identified a mental health issue at project enrollment who received counselling services</td>
</tr>
<tr>
<td>Substance Abuse Treatment &amp; Education</td>
<td>Increase in % of youth with a substance abuse issue who receive a service connection to substance abuse treatment or education/prevention services</td>
<td>Project Entry; During Project Enrollment</td>
<td>4.10 Substance Abuse: R14 RHY Service Connections</td>
<td></td>
<td>Includes youth who identified a substance abuse issue at project entry who receive a service connection during project enrollment</td>
</tr>
</tbody>
</table>

\(^a\) Counseling includes the provision of guidance, support, and/or referrals for counseling services
### PERMANENT CONNECTIONS

<table>
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<tr>
<th>Outcomes</th>
<th>Indicator</th>
<th>Time of Measurement</th>
<th>HMIS Data Elements</th>
<th>Programs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement</td>
<td>Increase in % of youth who engage in case management</td>
<td>During Project Enrollment</td>
<td>4.13 Date of Engagement</td>
<td>SYS</td>
<td>Engagement occurs when an interactive client relationship results in a deliberate assessment or beginning of a case plan.</td>
</tr>
<tr>
<td>Length of Time To Engage Youth</td>
<td>Reduction in median number of days to engage youth</td>
<td>During Project Enrollment</td>
<td>3.10 Project Start Date; 4.13 Date of Engagement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Under Consideration) Positive Adult or Community Connections</td>
<td>Increase in % of youth who have a permanent positive adult or community connection outside of the project</td>
<td>Project Exit</td>
<td>R19 Safe and Appropriate Exit</td>
<td>SYS, HOP, CRC YAHP, IYHP</td>
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### ALL MEASURES

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<th>Outcomes</th>
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<th>HMIS Data Elements</th>
<th>Programs</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Independent Living Skills (ILS)</td>
<td>Increase in % of youth with an increase in independent living skills (ILS)</td>
<td>Project Entry &amp; Exit</td>
<td>Custom</td>
<td>YAHP, IYHP</td>
<td>Measured by increase in ILS using a custom assessment question in HMIS.</td>
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### ALL MEASURES

<table>
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<th>Notes</th>
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<tr>
<td>Youth Centered Programming</td>
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<td>TBD</td>
<td>Not an HMIS data element</td>
<td>All</td>
<td>Measured by responses to questions on a client satisfaction survey (link to survey to be provided with FY 20 contracts)</td>
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### DATA QUALITY MEASURES

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<tr>
<td>Reduce Unknown Exits</td>
<td>Reduction in % of youth who exit project to an unknown destination</td>
<td>Project Exit</td>
<td>3.12 Destination</td>
<td>YAS, HOPE, CRC</td>
<td>Unknown destinations includes no exit interview completed, client doesn’t know, client refused, data not collected, other, or null responses</td>
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Grant Agreement with

Grantee Organization

through

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

Program

Start date: July 1, 2019
<table>
<thead>
<tr>
<th>ID</th>
<th>Clause</th>
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<tr>
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<td>Grant Management</td>
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<td>Termination for Cause</td>
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<td>Right of Inspection</td>
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<td>Registration With Department of Revenue</td>
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<td>Political Activities</td>
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<td>Noncompliance With Nondiscrimination Laws</td>
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<td>21</td>
<td>Limitation of Authority</td>
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<td>Licensing, Accreditation and Registration</td>
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<td>Laws</td>
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<td>Industrial Insurance Coverage</td>
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<td>Independent Capacity of the Contractor</td>
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<td>Governing Law and Venue</td>
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<td>Conflict of Interest</td>
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<td>Confidentiality/Safeguarding of Information</td>
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<td>Audit</td>
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<td>Attorney's Fees</td>
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<td>Americans With Disabilities Act (ADA)</td>
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<td>Grant Management</td>
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<td>Face Sheet</td>
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<td>Special Terms and Conditions</td>
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<td>General Terms and Conditions</td>
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38. Treatment of Assets ........................................................................................................ 13
39. Waiver ......................................................................................................................... 13

Attachment A, Scope of Work

Attachment B, Budget
# FACE SHEET

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

Grant Number: <Insert Number>

<table>
<thead>
<tr>
<th>1. Grantee</th>
<th>2. Grantee Doing Business As (optional)</th>
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</thead>
</table>
| <Insert legal name>  
<Insert mailing address>  
<Insert physical address>  
<Insert location> | <Insert DBA name>  
<Insert DBA mailing address>  
<Insert DBA physical address>  
<Insert DBA location> |

<table>
<thead>
<tr>
<th>3. Grantee Representative</th>
<th>4. COMMERCE Representative</th>
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</thead>
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| <Insert name>  
<Insert title>  
<Insert phone>  
<Insert FAX>  
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<Insert FAX>  
<Insert e-mail> |

<table>
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<th>6. Funding Source</th>
<th>7. Start Date</th>
<th>8. End Date</th>
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| <Insert $ amount> | Federal: □  
State: □  
Other: □  
N/A: □ | <Insert date> | <Insert date> |

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<th>9. Federal Funds (as applicable)</th>
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<th>14. Grant Purpose</th>
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<td>&lt;Briefly describe Grant purpose&gt;</td>
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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

3/16/2017
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.
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, General Aggregate - $2,000,000. 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** 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**
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**

Organizations receiving over five hundred thousand dollars during the previous calendar year must apply for a Washington State Quality Award (WSQA) assessment once every three years if the funding is from any of the following sources:

(a) State housing-related funding sources;

(b) affordable housing for all surcharge in RCW 36.22.178;

(c) home security fund surcharges in RCW 36.22.179 and 36.22.1791;

(d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs.

For more information about obtaining a WSQA assessment, visit Performance Excellence Northwest’s website at [https://performanceexcellencenw.org/](https://performanceexcellencenw.org/).

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
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 HEREBIN**

   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.

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;
- 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/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 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 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.

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 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
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.
Budget

Budget will be different for each grant.