



Department of Commerce

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

REQUEST FOR PROPOSALS (RFP)
RFP NO. 20-46301-003

CONTENTS OF THE REQUEST FOR PROPOSALS

1. Introduction
2. General Information for Applicants
3. Proposal Contents and Scoring
4. Exhibits
 - A. Certifications and Assurances
 - B. Diverse Business Inclusion Plan
 - C. Housing Status of Youth/Young Adults Exiting Systems of Care by County
 - D. Service Contract with General Terms and Conditions

PROJECT TITLE: OFFICE OF HOMELESS YOUTH **SYSTEMS OF CARE** GRANTS (2019-2021) TO PREVENT YOUTH FROM EXITING PUBLIC SYSTEMS INTO HOMELESSNESS

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.

QUESTION & ANSWER PERIOD: **April 1, 2019 – May 1, 2019**

ESTIMATED TIME PERIOD FOR CONTRACT: **July 1, 2019 – June 30, 2021**

COMMERCE reserves the right to extend the contract for up to two additional one-year periods at the sole discretion of COMMERCE.

APPLICANT ELIGIBILITY: This procurement is open to state and local governments and community services organizations that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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 for your organization to receive any RFP amendments or bidder questions/agency answers.*

Table of Contents

1. INTRODUCTION	4
1.1. PURPOSE AND BACKGROUND	4
1.2. ABOUT THE OFFICE OF HOMELESS YOUTH	5
1.3. OBJECTIVES AND SCOPE OF WORK	5
1.4. MINIMUM QUALIFICATIONS	6
1.5. FUNDING OPPORTUNITY	6
1.6. PERIOD OF PERFORMANCE	7
1.7. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES	7
1.8. DEFINITIONS	7
1.9. ADA	7
2. GENERAL INFORMATION FOR APPLICANTS	8
2.1 RFP COORDINATOR	8
2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	8
2.3 SUBMISSION OF PROPOSALS	8
2.4 EVALUATION AND CONTRACT AWARD	9
2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	9
2.6 REVISIONS TO THE RFP	9
2.7 DIVERSE BUSINESS INCLUSION PLAN	10
2.8 ACCEPTANCE PERIOD	10
2.9 COMPLAINT PROCESS	10
2.10 RESPONSIVENESS	11
2.11 MOST FAVORABLE TERMS	11
2.12 CONTRACT GENERAL TERMS & CONDITIONS	11
2.13 COSTS TO PROPOSE	11
2.14 NO OBLIGATION TO CONTRACT	11
2.15 REJECTION OF PROPOSALS	11
2.16 COMMITMENT OF FUNDS	11
2.17 ELECTRONIC PAYMENT	12
2.18 INSURANCE COVERAGE	12
3. PROPOSAL CONTENTS AND SCORING	13
3.1 COVER SHEET (MANDATORY, NOT SCORED)	13
3.2 TECHNICAL PROPOSAL (SCORED)	13

3.3	PROJECT APPROACH/METHODOLOGY (SCORED)	13
3.4	WORK PLAN (SCORED)	14
3.5	CASE COMPARISON EXAMPLE (SCORED)	14
3.6	PARTNERSHIPS AND SUPPORTING DOCUMENTS (SCORED)	14
3.7	PROJECT TEAM AND MANAGEMENT STRUCTURE (SCORED)	14
3.8	COST PROPOSAL (SEPARATE EXCEL DOCUMENT, SCORED)	14
3.9	ORGANIZATIONAL CHART (MANDATORY, NOT SCORED)	14
3.10	CERTIFICATIONS AND ASSURANCES (MANDATORY, NOT SCORED)	15
3.11	DIVERSION BUSINESS INCLUSION PLAN (MANDATORY, NOT SCORED)	15
4.	RFP EXHIBITS	16

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The 2018 Legislature passed [Substitute Senate Bill 6560](#) (SSB 6560) stating that unaccompanied youth leaving a publicly funded system of care must be discharged into safe and stable housing. Publicly funded systems of care include the child welfare system, behavioral health system, juvenile justice system, and programs administered by the Office of Homeless Youth.

Young people leaving foster care, juvenile justice, or the behavioral health system, are especially vulnerable to becoming homeless, as are young people who have previously experienced homelessness. They often lack family support, job experience, financial support, and the skills to live independently. They may have experienced trauma and face challenges such as mental health issues, substance abuse, or have criminal records that inhibit access to employment and housing.

Data confirm these findings:

- A [June 2017 report](#) by the Research and Data Division of the Department of Social and Health Services found that in State Fiscal Year 2015, over 1,800 youth and young adults experienced housing instability within 12 months of exiting foster care, behavioral health, or criminal justice systems.¹ See Exhibit E for breakdown by county.
- Two-thirds, or about 1,200, experience housing instability after exiting an inpatient mental health or substance use treatment facility. A [2018 report](#) from A Way Home Washington details the circumstances faced by these youth and young adults.
- Data from the Office of Homeless Youth indicates that between 10 to 14 percent (approximately 300) youth and young adults exit a shelter or housing program to the streets, jail, or emergency shelter.

Pursuant to SSB 6560, the Washington State Department of Commerce hereafter called “COMMERCE” is initiating this Request for Proposals (RFP) to solicit proposals from entities interested implementing services or program models that provide stability and prevent youth and young adults from experiencing homelessness after exiting public systems of care.

This funding will provide opportunity for system partners and services providers to develop and implement clearly defined and a scalable services or programs. This program requires cooperative partnerships to streamline support from residential care to independent living. Applications must provide a clear explanation of how the proposed intervention will reduce housing instability and other harmful outcomes that stem from a lack of stable housing and support. Entities funded under this RFP will be required to provide individual level data on enrolled participants to OHY throughout the grant period. This information will be confidential and used only to evaluate the effectiveness of the proposed intervention.

¹ RDA dashboard does not currently capture housing instability for non-institutionalized, court-involved youth who or those who exit Office of Homeless Youth programs.

1.2. ABOUT THE OFFICE OF HOMELESS YOUTH

The Office of Homeless Youth Prevention and Protection Programs (OHY) leads statewide efforts to reduce and prevent homelessness for youth and young adults through five priority areas including safe and stable housing, family reconciliation, permanent connections, education and employment, and social and emotional well-being. Consistent with OHY's priority areas, the RFP targets housing stability, however, the other four priority areas represent general stability and should be factored into the proposed intervention.

The Office of Homeless Youth's vision is that every family and youth in Washington State has the individualized support they need so that no young person must spend a single night without a safe and stable home. Every community has services that are equitable, accessible, effective, responsive, and coordinated.

In 2017, the Office of Homeless Youth began supporting the Interagency Work Group on Youth Homelessness that consists of representatives from 16 state agencies and other system partners to strategically address housing stability by coordinating efforts and investments in services to support youth and young adults who are at risk or are experiencing homelessness. The Interagency Work Group was created as a result of Governor's Directive (17-01) to establish shared goals, outcomes and action plans to create or improve system response to housing instability for youth and young adults. Specifically noted as a target population is young people exiting from systems of care.

1.3. OBJECTIVES AND SCOPE OF WORK

This funding opportunity is intended to support interventions that prevent youth and young adults who are system involved or exiting public systems into homelessness, consistent with SSB 6560. Projects awarded through this funding opportunity are expected to achieve stable housing for youth (ages 12 through 17) or young adults (ages 18 through 24) who are system involved in child welfare, behavioral health, juvenile justice (including state and county systems), or OHY programs who need support after transferring from a controlled environment to a community setting with little to no support.

Grant funded projects must provide a clearly articulated outline that details how they will demonstrate improvement in **at least one** of the following three areas:

1. Systematically identify system-involved youth who are at risk of homelessness;
2. A coordinated response between a youth serving agency and local provider; and/or
3. Provide additional transitional support prior to discharge to connect youth or young adults to after-care services to gain access to stable, long-term housing.

The objective of the Systems of Care Grant is to increase stable housing for system involved youth which can be measured as reduced homelessness or housing instability 6 and 12 months after discharge. As secondary outcomes, it is anticipated that youth and young adults who obtain stable housing will have lower rates of criminal justice involvement and higher rates of employment, workforce development programs, and/or school participation.

Community partnerships are essential for providing coordinated support to young people who are exiting residential programs or who are under the jurisdiction of child welfare or juvenile courts. Local, state, or federal governmental entities that serve youth/young adults in the child welfare, behavioral health, or criminal justice system are expected to serve as the applicant for the grant. The government entity may have a sub-grantee or community partner. If the applicant is not a government entity, but a secondary partner, an MOU outlining the existing partnership between the community program and governmental entity must be provided. OHY will prioritize funding requests from communities that demonstrate effective partnerships across systems so each community has a strategic and coordinated response to housing support for these target populations.

Contracts awarded through this RFP must conclude by June 30, 2021. The OHY will conduct an evaluation of the projects upon completion. Projects must be able to regularly collect and report client-level identified data to aid in program evaluation. The ability to collect and submit data should be reflected in project team structure internal controls (section 3.3 (a)). Monthly meetings will be held with the program evaluator and OHY staff to discuss data collection effort and for quality assurance and improvement efforts. Findings from the projects will inform future policy and funding requests.

The **target population** are youth or young adults who need support while transferring from residential programs and institutions or are system involved through child welfare, Juvenile Justice community supervision, or served by an OHY program.

1.4. MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- Ability to collect client information for purposes of program evaluation. Data collection includes: first name, last name, date of birth, SSN (optional but preferred), service location and enrolment date of every person “enrolled” in the intervention (or waitlisted, if applicable), race and ethnicity, gender/gender identity, assessment scores (if any), and any treatment or service milestones and housing status.
- If applicable, clearly demonstrate partnerships with sub-grantees with MOU that outlines the referral process between organizations.

1.5. FUNDING OPPORTUNITY

Funding for this RFP is subject to 2019-21 budget appropriations, which have not been finalized by the 2019 Legislature, and a private funding match yet to be determined. The Office of Homeless Youth is preparing for possible funding levels between \$400,000 to \$1,000,000.

The funding expires on June 30, 2021.

COMMERCE intends to award multiple contracts to provide the services described in this RFP. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

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

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

1.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about 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.

1.7. 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.

1.8. DEFINITIONS

Definitions for the purposes of this RFP include:

- **Apparent Successful Contractor** – The applicant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.
- **Applicant** – governmental entity or service provider interested in the RFP and that may or does submit a proposal in order to attain a contract with COMMERCE.
- **Contractor** – governmental entity or service provider whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.
- **COMMERCE** – The Department of Commerce is the agency of the state of Washington that is issuing this RFP.
- **MOU** – Memorandum of Understanding.
- **Proposal** – A formal offer submitted in response to this solicitation.
- **Proposer** – governmental entity or service provider that submits a proposal in order to attain a contract with COMMERCE.
- **Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the applicant community to suggest various approaches to meet the need at a given price.

1.9. 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.

RFP Coordinator	
Name	My-Le Tang
Email Address	youthhomeless@commerce.wa.gov
Phone Number	360-725-2982

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

Activity	Date
Issue Request for Proposals	April 1, 2019
Question and Answer Period	April 1, 2019 – May 1, 2019
Proposals Due	May 15, 2019
Evaluate Proposals	May 20 – 31, 2019
Announce “Apparent Successful Contractor” and Notify via Email Unsuccessful Applicants	June 4, 2019
Debrief and Protest Period	June 4 – 18, 2019
Negotiate Contract	June 19 – 27, 2019
Begin Contract Work	July 1, 2019

COMMERCE reserves the right to revise the above schedule.

2.3 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 Microsoft Word or PDF format. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicant to the offer. COMMERCE does not assume responsibility for problems with Applicant’s e-mail. If COMMERCE 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 e-mail is found to be at fault. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.4 EVALUATION AND CONTRACT AWARD

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(s), to be designated by COMMERCE, which will determine the ranking of the proposals. COMMERCE, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

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

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

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

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

2.6 REVISIONS TO THE RFP

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

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 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

2.9 COMPLAINT PROCESS

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

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

2.10 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.

2.11 MOST FAVORABLE TERMS

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

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

2.12 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 D. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit B, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

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

2.14 NO OBLIGATION TO CONTRACT

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

2.15 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.

2.16 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.

2.17 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.

2.18 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 D](#).

3. PROPOSAL CONTENTS AND SCORING

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

#	Description – HEADING	Score
1.	Cover Sheet	Mandatory, Not Scored
2.	Technical Proposal including: Executive Summary, Problem Statement, and Objectives	20 Points
3.	Project Approach/Methodology	20 Points
4.	Work Plan including: Project Schedule, outcomes, risk, and deliverables	10 Points
5.	Case Comparison Example	15 Points
6.	Partnerships and Supporting Documents Including: Letters of Support, and MOUs	15 Points
7.	Project Team And Management Structure	10 Points
8.	Cost Proposal	10 Points
9.	Organizational Chart	Mandatory, Not Scored
9.	Certifications and Assurances	Mandatory, Not Scored
10.	Diverse Business Inclusion Plan	Mandatory, Not Scored
*	Total Possible Points	100

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

3.1 COVER SHEET (MANDATORY, NOT SCORED)

This section shall include basic information about the applicant including applicant points of contact, sub grantees, proposed interventions, amounts requested, and reflect an understanding of the grant opportunity.

3.2 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal summarizes the proposed project. Provide a complete and specific problem statement that identifies current system barriers or gaps that contribute to housing instability among the population that your proposal intends to address. Also clearly articulate the objectives of the proposed project and how the investment will improve services for the target population and increase the goal of stable housing.

3.3 PROJECT APPROACH/METHODOLOGY (SCORED)

In this section, clearly outline the proposed approach and methodology for the project which includes specific demographics and targeted populations that the new program will serve. Applicants should include a description of how the new service will serve any sub-population if applicable.

Include an explanation of how funds will be used, how the proposed project is innovative, how the project adds support to young people, and further develops partnerships between state or local government entities and community providers.

3.4 WORK PLAN (SCORED)

Include all project requirements, including the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section must contain sufficient detail to convey the Applicant's knowledge of the system, existing resources, and barriers to stable housing to successfully complete the project. Include any required involvement of COMMERCE staff.

3.5 CASE COMPARISON EXAMPLE (SCORED)

This section of the proposal requires a comparison between (A) how young people are served by the current system and what service gaps exist that contribute to housing instability for the proposed target population and (B) how the proposed intervention will address these gaps and how youth will be served if the applicant's proposal is funded. It is the intent of this section to show the operational changes would improve stability for youth and young adults.

3.6 PARTNERSHIPS AND SUPPORTING DOCUMENTS (SCORED)

Applicants will describe existing partnerships that will support this project. Include letters of commitment or letters indicating support of the program. If partnerships are critical in referring youth and young adults to the applicant's program, provide a MOU outlining the referral process and partnership. If a governmental agency is not the applicant, the applicant (a partner through an MOU) is required to describe how the applicant will collaborate and connect with a relevant government agency to ensure a reliable referral process and partnership.

3.7 PROJECT TEAM AND MANAGEMENT STRUCTURE (SCORED)

Provide a description of the management structure associated with the applicant and partner organizations involved in the proposed intervention, including primary staff bios. The applicant must commit that staff identified in the proposal will prefer the assigned work and that any staff substitution will be shared with COMMERCE immediately.

3.8 COST PROPOSAL (SEPARATE EXCEL DOCUMENT, SCORED)

The Cost Proposal provides an anticipated budget for the project including the amount of funding requested through this application as well as any other funding sources that will support the project. Identify all costs for staffing the proposal, administration, and operations. Include an ideal funding request as well as the minimum amount of funding needed to operate the program, along with a brief narrative description of the difference between the ideal and minimum funding level.

Highlight any matching or internal funds that will be contributed to the proposal from the applicant.

3.9 ORGANIZATIONAL CHART (MANDATORY, NOT SCORED)

Provide an organizational chart indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. Ensure a point of contact is identified in the organizational structure that will have the responsibility to collect and transmit data.

3.10 CERTIFICATIONS AND ASSURANCES (MANDATORY, NOT SCORED)

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.

3.11 DIVERSION BUSINESS INCLUSION PLAN (MANDATORY, NOT SCORED)

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.

4. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Housing Status of Youth/Young Adults Exiting Systems of Care by County

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: _____

EXHIBIT C

**HOUSING STATUS OF YOUTH/YOUNG ADULTS EXITING SYSTEMS OF CARE IN SFY 15 BY COUNTY
(JUVENILE REHABILITATION, FOSTER CARE, BEHAVIORAL HEALTH TREATMENT)**

Minors: ages 12-17

County	County	All Exiters	With-in 12 months after Exiting			
			Homeless	Percent	Homeless or Unstably Housed	Percent
1	Adams	*	0	0%	0	0%
2	Asotin	*	0	0%	*	13%
3	Benton	99	*	--	13	13%
4	Chelan	26	*	--	*	--
5	Clallam	35	*	--	*	--
6	Clark	109	18	17%	22	20%
7	Columbia	*	0	0%	0	0%
8	Cowlitz	37	*	--	*	--
9	Douglas	17	*	--	*	--
10	Ferry	*	0	0%	0	0%
11	Franklin	24	0	0%	*	--
12	Garfield	*	0	0%	0	0%
13	Grant	44	*	--	*	--
14	Grays Harbor	29	*	7%	*	14%
15	Island	30	*	--	*	--
16	Jefferson	11	0	0%	0	0%
17	King	425	43	10%	57	13%
18	Kitsap	90	*	--	*	--
19	Kittitas	40	*	--	*	--
20	Klickitat	*	0	0%	0	0%
21	Lewis	42	*	--	*	--
22	Lincoln	*	0	0%	0	0%
23	Mason	29	*	--	*	--
24	Okanogan	23	*	4%	*	9%
25	Pacific	*	*	10%	*	20%

13	Grant	84	11	13%	29	35%
14	Grays Harbor	72	*	--	22	31%
15	Island	29	*	--	11	38%
16	Jefferson	22	*	--	*	32%
17	King	910	214	24%	283	31%
18	Kitsap	172	24	14%	52	30%
19	Kittitas	43	*	--	12	28%
20	Klickitat	25	*	--	*	--
21	Lewis	64	*	--	26	41%
22	Lincoln	*	0	0%	*	20%
23	Mason	86	15	17%	25	29%
24	Okanogan	34	*	--	11	32%
25	Pacific	14	*	--	*	--
26	Pend Oreille	*	*	20%	*	20%
27	Pierce	566	121	21%	174	31%
28	San Juan	*	*	25%	*	25%
29	Skagit	176	27	15%	56	32%
30	Skamania	*	0	0%	*	40%
31	Snohomish	468	107	23%	162	35%
32	Spokane	478	84	18%	164	34%
33	Stevens	39	*	--	11	--
34	Thurston	204	42	21%	62	30%
35	Wahkiakum	*	0	0%	0	0%
36	Walla Walla	56	11	20%	21	38%
37	Whatcom	178	40	22%	57	32%
38	Whitman	13	0	0%	0	0%
39	Yakima	249	38	15%	69	28%

All Young Adults 4877 935 19% 1565 32%

All Youth and Young Adults: ages 12-24

County	County	All Exiters	With-in 12 months after Exiting			
			Homeless	Percent	Homeless or Unstably Housed	Percent
1	Adams	17	*	--	*	--
2	Asotin	33	*	--	11	33%
3	Benton	244	24	10%	50	20%
4	Chelan	82	11	13%	21	26%
5	Clallam	148	30	20%	46	31%
6	Clark	424	62	15%	127	30%
7	Columbia	*	0	0%	0	0%
8	Cowlitz	149	27	18%	57	38%
9	Douglas	64	*	--	23	36%
10	Ferry	*	0	0%	0	0%
11	Franklin	73	*	--	15	21%
12	Garfield	*	0	0%	0	0%
13	Grant	128	12	9%	30	23%
14	Grays Harbor	101	11	11%	26	26%
15	Island	59	11	19%	16	27%
16	Jefferson	33	*	--	*	--
17	King	1335	257	19%	340	25%
18	Kitsap	262	31	12%	61	23%
19	Kittitas	83	*	--	14	17%
20	Klickitat	31	*	--	*	26%
21	Lewis	106	13	12%	30	28%
22	Lincoln	*	0	0%	*	14%
23	Mason	115	17	15%	27	23%
24	Okanogan	57	*	--	13	23%
25	Pacific	24	*	--	*	--
26	Pend Oreille	12	*	--	*	--
27	Pierce	764	126	16%	189	25%
28	San Juan	*	*	11%	*	11%

Grant Agreement with

Grantee Organization

through

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

Program

Start date: July 1, 2019

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Special Terms and Conditions	1
Face Sheet	1
1. Grant Management	2
2. Compensation	2
3. Billing Procedures and Payment	2
4. Subcontractor Data Collection	2
5. Insurance	2
6. Washington State Quality Award	4
7. Order of Precedence	4
General Terms and Conditions	5
1. Definitions	5
2. Access to Data	5
3. Advance Payments Prohibited	5
4. All Writings Contained Herein	5
5. Amendments	5
6. Americans With Disabilities Act (ADA)	6
7. Assignment	6
8. Attorney's Fees	6
9. Audit	6
10. Confidentiality/Safeguarding of Information	7
11. Conflict of Interest	7
12. Copyright Provision	8
13. Disputes	8
14. Duplicate Payment	9
15. Governing Law and Venue	9
16. Indemnification	9
17. Independent Capacity of the Contractor	9
18. Industrial Insurance Coverage	9
19. Laws	9
20. Licensing, Accreditation and Registration	10
21. Limitation of Authority	10
22. Noncompliance With Nondiscrimination Laws	10
23. Political Activities	10
24. Publicity	10
25. Recapture	10
26. Records Maintenance	10
27. Registration With Department of Revenue	11
28. Right of Inspection	11
29. Savings	11
30. Severability	11
31. Site Security	11
32. Subcontracting	11
33. Survival	11
34. Taxes	11
35. Termination for Cause	12
36. Termination for Convenience	12
37. Termination Procedures	12

38.	Treatment of Assets.....	13
39.	Waiver	13

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Grant Number: <Insert Number>

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

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

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

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

3. BILLING PROCEDURES AND PAYMENT

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

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

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

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, 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

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

Local Government Grantees that Participate in a Self-Insurance Program

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

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

6. WASHINGTON STATE QUALITY AWARD

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/>.

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 Application

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

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

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

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

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

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

11. COPYRIGHT

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

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

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

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

12. DISPUTES

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

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- 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.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

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

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

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

13. DUPLICATE PAYMENT

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

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

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

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

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington 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,

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

(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.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

- 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.