



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 19-31440-1

NOTE:

Revision to the RFP. *In the event it becomes necessary to revise any part of this RFP, amendments will be posted on the Agency page as described herein. Interested applicants are responsible for checking the [Agency page](#) for any amendments prior to submitting an application. COMMERCE reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.*

Questions. *Questions about this RFP must be submitted to the RFP Coordinator via email between September 17, 2021 and October 12, 2021 at 2:00 pm PST. COMMERCE will periodically post answers to the Agency page and will develop a final Q&A Document to be posted on the Agency page no later than October 13, 2021. For this purpose, the published questions and answers shall be provided as an addendum to the RFP.*

PROJECT TITLE: Less-Than-Lethal Equipment

LETTER OF INTENT DUE: September 29, 2021 at 5:00 pm, PST

PROPOSAL DUE: October 15, 2021 at 5:00 pm, PST

ESTIMATED TIME PERIOD FOR CONTRACT: November 15, 2021 – June 30, 2022

APPLICANT ELIGIBILITY: This procurement is open to those law enforcement agencies, or consortia of law enforcement agencies, that satisfy the minimum qualifications stated herein.



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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce, hereafter "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals from law enforcement agencies, or consortia of law enforcement agencies, interested in participating in a project to procure less-than-lethal equipment for distribution to peace officers within their jurisdictions.

COMMERCE intends to award multiple contracts to law enforcement agencies or consortia of law enforcement agencies across the state to procure and distribute less-than-lethal equipment as described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

To enable the procurement and distribution of certain less than lethal equipment by law enforcement agencies that demonstrate need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#).

Any peace officer with access to less-than-lethal equipment purchased under this RFP shall receive training in the use of the equipment before the equipment is used by that peace officer.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Law enforcement agency, or consortium of law enforcement agencies, operating under the laws of the state of Washington, and demonstrating need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#).
- Eligible to receive grant funds passed to the Department of Commerce by the United States Department of Justice.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$1,000,000 for this project.

COMMERCE intends to award multiple contracts to provide the services described within this RFP. Selected grantees will receive grants not to exceed \$200,000 for the period of performance.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 15, 2021 and to end on June 30, 2022. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

1.6 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: Law Enforcement Agency operating under the laws of the State of Washington interested in the RFP and which submits a proposal in order to attain a contract with the AGENCY.

Contractor: Law enforcement agency, or consortia of law enforcement agencies, 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 issuing this RFP.

Law Enforcement Agency: For purposes of this RFP, "law enforcement agency" shall have the meaning set forth in RCW [10.116.010](#).

Peace Officer: For purposes of this RFP, "peace officer" shall have the meaning set forth in RCW [10.116.010](#).

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

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.

Less Than Lethal Equipment: For purposes of this RFP, less than lethal equipment includes:

- **Conducted Energy Weapon** A conducted energy weapon that provides longer range capabilities than previous models, as well as additional features such as warning arc, dual lasers, or multiple applications with one cartridge. Models must have a data management system that includes storage and download functions;
- **Shield** A lightweight ballistic shield that can be utilized with other less lethal alternatives to protect the officer and/or subdue a suspect;
- **Kevlar Tether Device** A handheld remote device that discharges a Kevlar tether to entangle the subject at a range of 10-25 feet; and/or
- **Compressed Air Less Lethal Launcher** A compressed air less lethal launcher that does not meet the definition of "firearm" under Washington law and utilizes ammunition that meets the requirements of RCW [10.116.040](#).

1.7 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 POTENTIAL APPLICANTS

2.1. RFP COORDINATOR

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

Name	Abigail Snyder
E-Mail Address	abigail.snyder@commerce.wa.gov
Phone Number	360-515-6205

Any other communication will be considered unofficial and non-binding on COMMERCE. Applicants are to rely on written statements issued by the RFP Coordinator, INCLUDING Questions and Answers posted on the [Agency page](#). *Communication directed to parties other than the RFP Coordinator may result in disqualification of the Applicant.*

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	September 17, 2021
Question & Answer Period	September 20 - October 12, 2021
Letter of Intent Due	September 29, 2021
Final Q&A Document posted no later than	October 13, 2021
Proposals Due	October 15, 2021
Evaluation of Proposals	October 15-21, 2021
Announcement of "Apparent Successful Contractors." Notification sent via e-mail to unsuccessful applicants.	October 22, 2021
Debriefing conferences (if requested)	October 26-November 2, 2021
Negotiate contracts	November 3-12, 2021
Federal Eligibility Package Due	November 15, 2021
Begin contract work	November 15, 2021

COMMERCE reserves the right to revise the above schedule.

2.3 LETTER OF INTENT REQUIRED

A potential Applicant's Letter of Intent must be received by the RFP Coordinator by 5:00 PST on the date specified in Section 2.2. **Proposals received from bidders who did not timely submit a Letter of Intent will be disqualified** under this RFP. Potential Applicants who submit a Letter of Intent are not bound by it and may choose not to submit a proposal without penalty. Letters of Intent submitted via or in the body of an email must be clearly identified in the subject line of the email message as a "Letter of Intent – less-than-lethal equipment". The body of the email or attached letter must:

- a. Clearly identify the Applicant's organization, spelling out any abbreviation or initials.
- b. State that the email or letter is a Letter of Intent for the "Less-than-Lethal Equipment RFP," RFP number 19-31440-1.
- c. Identify the Applicant's organization's contact person, title, email address, and phone number.
- d. Identify any other organizations if the Applicant is a multi-agency consortium.

2.4 SUBMISSION OF PROPOSALS

HARD COPY OR FAX PROPOSALS NOT ACCEPTED:

Hardcopy proposals or proposals transmitted using facsimile will not be accepted. Proposals must be submitted via email.

ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than 5:00 p.m. PST. Receipt time is deemed to be the email's receipt as logged by Commerce's email system.

Proposals must be submitted electronically as an attachment to an email to the RFP Coordinator, at the email address listed in Section 2.1. Attachments to email shall be in Microsoft Word format or PDF. Links to documents embedded in an Application/attachment will not be considered. 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 or electronic 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 email. If COMMERCE email is not working, appropriate allowances will be made.

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 email is found to be at fault at COMMERCE's sole discretion. Requests for deadline extensions will not be granted. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5 PROPRIETARY INFORMATION AND 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 published on the Agency page, located at <https://www.commerce.wa.gov/serving-communities/public-safety/> 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 also placed on the [Agency page](#).

Interested applicants are responsible for checking the [Agency page](#) for any amendments prior to submitting an application.

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 ACCEPTANCE PERIOD

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

2.8 COMPLAINT PROCESS

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

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

A complaint may be submitted to COMMERCE at any time prior to 5 days before the proposal due date. 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 Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

2.9 RESPONSIVENESS

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

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

2.10 MOST FAVORABLE TERMS

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

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

2.11 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 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 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, travel to or 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 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

Upon request, 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 a request by COMMERCE for a copy of a Certificate of Insurance. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit C.

3. PROPOSAL CONTENTS

ELECTRONIC PROPOSALS:

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

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Cost Proposal
4. Workers' Rights Certification (Exhibit B to this RFP)

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

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

3.1. LETTER OF SUBMITTAL (MANDATORY)

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

- A. Name, address, principal place of business, telephone number, and email address of legal entity with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (Sheriff, Police Chief, Treasurer, Chair of the County Commissioners, Mayor, City Manager, etc.)
- C. DUN and Bradstreet Number (DUNS Number), Federal Employer Tax Identification number, Washington Uniform Business Identification (UBI) number, and Statewide Vendor Number issued by the state of Washington Department of Revenue.
- D. Location of the facility from which the Applicant would operate.
- E. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

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

- A. **Project Approach/Methodology:** Include a complete description of the Applicant's proposed approach and methodology for the project. This section should convey Applicant's understanding of the proposed project. The following specifics shall be included:
 - 1) Statement that the Applicant is a law enforcement agency, or a consortia of law enforcement agencies, and that the community or county in which the law enforcement agency serves (or agencies serve) is impacted by RCW [10.116.040](#).

- 2) A demonstration that there is a need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#), and that such access is necessary for the operation of the law enforcement agency and protection of public safety.
 - 3) Characteristics or qualifications of the Applicant that enables it to deploy equipment acquired under this RFP to incidents requiring utilization of such equipment, or to distribute such equipment to other law enforcement agencies with responsibility to respond to such incidents.
 - 4) A description of how the type and quantity of equipment to be acquired under this RFP was determined.
 - 5) A description of the type and quantity of equipment to be acquired under this RFP and to be made available for deployment within each agency or agencies covered by the proposal, and to whom and where the equipment will be distributed and will be used.
 - 6) Identification of who, from whom, when and by what medium of instruction peace officers with access to equipment acquired under this RFP will receive training on the use of such equipment prior to its use.
 - 7) A description of any agreements, coordination or authority required or completed to implement the proposal.
- B. Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must include a description of the proposed procurement and distribution of equipment, as well as the training to be given on the equipment acquired. Include a description of any agreements, coordination and authority required beyond that currently in place.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. The project schedule shall detail the dates that equipment acquired under this RFP will be available to respond to incidents and the dates by which intended users will trained on the use of the equipment.
- D. Outcomes and Performance Measurement:** Describe the impacts and outcomes the Applicant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to COMMERCE.
- E. Risks:** The Applicant must identify potential risks considered significant to the success of the project. Include how the Applicant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. RELATED INFORMATION (MANDATORY)

1. If the Applicant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

3. If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Applicant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Applicant was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Applicant in the past five years, so indicate.

3.4. COST PROPOSAL

The maximum amount for this contract must not exceed the amount specified in section 1.4 to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Applicant of least cost, but rather to the Applicant whose proposal best meets the requirements of this RFP. However, Applicants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

A. IDENTIFICATION OF COSTS (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the RFP. The Applicant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Applicants are required to collect and pay Washington state sales and use taxes, as applicable.

B. COMPUTATION

The score for the cost proposal will be computed by evaluating the thoroughness of the budget and identification of costs.

3.5 FEDERAL ELIGIBILITY PACKAGE (TO BE SUBMITTED NO LATER THAN NOVEMBER 15, 2021)

The Federal Eligibility Package contains the prerequisites stressed by the U.S. Department of Justice in its grant solicitations, applications, training and audit/monitoring materials. See Exhibit C.

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(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

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

4.2. EVALUATION BREAKDOWN

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

Letter of Submittal – Go/No-Go

Project Approach/Methodology:

- Demonstration of Applicant as a law enforcement agency, or consortia of agencies, and that said agency or agencies' access to less-than-lethal equipment has been impacted by RCW [10.116.040](#). (Go/No-Go)
- Identification of the applicant's need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#) – 25%
- Identification of users of acquired equipment and description of plan for users' training on the acquired equipment – 20%
- Coordination by more than one law enforcement agency and extent of coverage of the community or county in which the law enforcement agency serves or agencies serve with the equipment acquired under the RFP – 15%
- Identification of the equipment mix by item cost and quantity to be acquired – 10%
- Agreements/coordination/authority required and experience in such activity – 10%
- Project Schedule – 5%
- Outcome and Performance Measurement – 5%
- Risks – 5%
- Deliverables – 5%

Related Information includes additional information is required to ensure that the applicant is eligible to apply for funding under the laws of Washington state.

Geographic distribution of the Applicants and the proposed equipment distribution will be considered by Commerce in conducting the review process and in making award decisions.

Cost Proposal is computed in accordance with section 3.4. The result is then added to the combined score for the Technical Proposal.

Workers' Rights Certification – Those applicants which certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Attachment C).

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. CLARIFICATION MAY BE REQUIRED

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

4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Contractor of their selection via email upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by email.

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 scheduled within three (3) business days of the request.

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

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores *without* identifying the other firms or reviewing their proposals.

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

4.6. PROTEST PROCEDURE

Protests may be made only by Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed 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 email or facsimile, but must then be followed by the document with an original signature.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

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

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Workers' Rights Certification

Exhibit C Federal Eligibility Package

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 be knowingly 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 others who may have pertinent information regarding the ability of the Applicant 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 (check one):

- are** 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.
- are not** submitting proposed Contract exceptions (*default if neither are checked*).

On behalf of the Applicant submitting this proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

 Signature of Proposer

 Date

 Printed Name

 Title



Department of Commerce
Innovation is in our nature.

EXHIBIT C

Justice Assistance Grant

FFY 2018-2020 Justice Assistance Grant

July 2021

Eligibility Forms
(July 1, 2021 through June 30, 2022)

Lisa Brown
Director

Eligibility Requirements:

- Statement of Assurances Form 1
- Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Sub-Recipient) Form 2
- Certification Regarding Lobbying, Debarment, Suspension and
Other Responsibility Matters; and Drug-Free Workplace Requirements Form 3
- National Environmental Policy Act (NEPA) Form 4
- Acknowledgement of Federal Funds Form 5
- Acknowledgement of Allowable and Unallowable Costs Form 6
- Compliance with Relevant Federal and State Laws Form 7
- Civil Rights Training Form 8
- Civil Rights Requirements Form 9
- Equal Employment Opportunity Plan (EEOP) Certification Form 10
- Office of Civil Rights Compliance Checklist..... Form 11
- Federal Funding Accountability and Transparency Act Certificate Form 12
- Commercial Insurance, Risk Pool or Self Insurance Form 13
- General Information Regarding Risk Assessment..... Form 14

Customer Satisfaction and Improvement:

- Customer Satisfaction and Improvement Form Form 15

SUBMISSION OF THIS PACKET

One electronic copy of these Certifications and Assurances must be completed and submitted to be eligible to receive reimbursement with federal funds (any funds under this program).

DUE DATE

The Federal Eligibility Package should be received by COMMERCE no later than November 15, 2021 for those agencies which have been selected for funding. Submission after this date will cause delay in your being eligible to receive reimbursement under this program.

SUBMIT APPLICATION FORMS TO:

abigail.snyder@commerce.wa.gov

Note¹: Emailed copies must still
be signed

Note²: PDF is the preferred format
for electronic submission

If you have questions regarding the application or need technical assistance, please contact Abigail Snyder at (360) 515-6205 (email: abigail.snyder@commerce.wa.gov).

ELIGIBILITY FORMS

STATEMENT OF ASSURANCES

The applicant:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The Applicant has sufficient monetary resources to implement and maintain program operations in accordance with this contract.
2. Will provide full cooperation of administrative and program staff, and will provide availability of all records upon request and convenience of staff from the Department of Commerce; Office of the State Auditor; or U.S. Department of Justice, who are charged with monitoring program compliance and the use of funds provided.
3. Will comply with the requirements of the Justice Assistance Grant Program as published by the Department of Commerce and relevant federal agencies, and as embodied in statute.
4. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
5. Will comply with Title II of the Americans with Disabilities Act of 1990.
6. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
7. Guarantees that in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The applicant further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Commerce.

PLEASE NOTE: THE DEPARTMENT'S ACCEPTANCE OF THIS APPLICATION FOR FUNDING IS SUBJECT TO SUBSEQUENT COMPLIANCE REVIEWS THAT MAY REQUIRE CORRECTIVE ACTION BY THE APPLICANT. AUTHORIZED SIGNATURE BY THE APPLICANT GUARANTEES ASSURANCES THAT ARE CONTAINED ON THE APPLICATION FACE SHEET.

9. Authorized Signature for the Applicant:

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENT)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower-tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

*U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER*

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (b) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (c) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (d) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

(e) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(f) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
Statewide

Check X if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature _____

6. Date _____

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The Department of Commerce will consolidate all responses and submit a consolidated response to the U.S. Department of Justice as required.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

(Note—the source of funds utilized is irrelevant to your response.)

(Note—if the activity is being undertaken without regard to the presence or operation of a federally funded activity, the item should not be checked.)

Yes
Activity N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. listed or eligible for listing on the National Register of Historical Places |
| <input type="checkbox"/> | <input type="checkbox"/> | b. located within a 100-year flood plain |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Renovation, lease, or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | b. significantly changes its size (total structure, not program's portion thereof) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. chemicals purchased as an incidental component of the funded activity |
| <input type="checkbox"/> | <input type="checkbox"/> | b. traditionally used (e.g., for office, household, recreational, educational environments) |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Byrne funded program/project:

Project: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Representing: _____

**ACKNOWLEDGEMENT OF
ALLOWABLE AND UNALLOWABLE COSTS**

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described on Attachment A of the Grant, including:

- Less Than Lethal equipment as identified in RFP 19-31440-1
- Operating costs, including:
 - Approved personnel costs (salaries and benefits).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply to high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Confidential funds, unless the applicant has completed/submitted a federal Confidential Fund Certificate to the Department of Commerce, and Commerce has approved the certificate.
- Body Armor/Vests, without specific prior approval (special conditions apply)
- Body Worn Cameras, without specific prior approval (special conditions apply)
- Food, beverages or other refreshments for meetings, conferences, or training (prohibition does not apply to standard per diem when otherwise authorized)
- Vehicles, vessels, and aircraft/drones (all except 'patrol' vehicles, those require pre-approval)
- Construction
- Land acquisition
- Military grade weapons and ammunition
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties (includes flight/hotel and other cancellation fees)
- Interest and other financial costs
- Consultant fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

Signature _____ Printed Name _____

Name of applicant organization _____

COMPLIANCE WITH RELEVANT FEDERAL AND STATE LAW

All recipients of federal grant funds under this program must comply with all relevant federal and state laws and regulations. Which laws and regulations are relevant may vary dependent upon the specifics of the grant program(s) providing funding and the activities supported with such funding. The laws and regulations generally relevant to this grant program include, but are not limited to the following laws and regulations:

Financial Management System

- Financial Management System, Title 2, Part 200 CFR, section 200.302 and .303
- Cost Principles and Administrative Requirements, Title 2, Part 200 CFR, Appendices to Part 200 as appropriate
- State budgeting, accounting, and reporting system, Chapter 43.88 RCW
- Non-Supplanting, USDOJ OCFO's Financial Guide (as amended), Sec. 2.3 Standards for Financial Management Systems

Audits

- Title 2, Part 200 CFR (the Omni Circular), Subpart F-Audit Requirements

Laws Against Discrimination

- Affirmative Action, RCW 41.06.020 (1)
- Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86)
- Omnibus Crime Control and Safe Streets Act of 1968 (42 USC USC § 3789d)
- Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
- Nondiscrimination in Federally Assisted Programs
- Civil Rights Act of 1964 (42 U.S.C. § 2000(d))
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures)
- Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60
- Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a)
- Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d et seq, 24 CFR Part 1
- Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352
- Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60
- Discrimination - Human Rights Commission, Chapter 49.60 RCW
- Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
- 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations)
- Americans with Disabilities Act of 1990 (Title II, and 42 U.S.C. §§ 12131-34)
- Rehabilitation Act of 1973 (29 U.S.C. § 794)

Continued on Reverse

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551

Office of minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC

Notification of Findings of Discrimination or Non-Compliance

Policies Regarding Cooperation with Homeland Security, 8 U.S.C. Section 1373

Laws Regarding Ethics, Lobbying, Liability and Public Access

Federal Funding Accountability and Transparency Act of 2006 (FFATA)

Conflict of Interest, Ethics in Public Service Act, Chapter 42.52 RCW

Ethics in Public Service, Chapter 42.52 RCW

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352

Hatch Political Activity Act, 5 U.S.C. 1501-8

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54

Disclosure-Campaign Finances-lobbying, Chapter 42.17A RCW

Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d)

Victims of Crime Act (42 U.S.C. § 10604(e))

Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b))

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102

Housing and Urban Development Act of 1968, Section 3, 12 USC 1701u (See 24 CFR 570.607(b))

Housing Assistance Payments Program, Section 8, Confidentiality/Safeguarding of Information, Sub-Award Document Text, General Conditions Paragraph 10

Privacy Act of 1974, 5 U.S.C. 552a

Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264

Open Public Meetings Act, Chapter 42.30 RCW

Public Records Act, Chapter 42.56 RCW

Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082

Drug-Free Workplace Act of 1988, Title V, and 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

The undersigned acknowledges the above notice of relevant laws and regulations.

Signature

Printed Name

Name of applicant organization

CIVIL RIGHTS TRAINING

An individual representing each entity receiving reimbursement under this program is required to complete the Office of Justice Programs, Office for Civil Rights – Training for Grantees located at: <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>, or training at least equivalent to that training, and return this completed certification prior to drawdown of grant funds.

Select one of the two training options:

_____ 1. Office for Civil Rights – Training for Grantees as specified below:

<u>Module</u>	<u>Length</u>
<input type="checkbox"/> Overview	32:10
<input type="checkbox"/> Overview: Self-Test.....	11:37
<input type="checkbox"/> Service to LEP Persons	19:53
<input type="checkbox"/> Test: Service to LEP Persons.....	6:02
<input type="checkbox"/> State Administering Agencies (Grantees with Sub-Recipients only)	27:37
<input type="checkbox"/> Test: State Administering Agencies (Grantees with Sub-Recipients only)	6:48
<input type="checkbox"/> Faith-Based Organizations	15:27
<input type="checkbox"/> Test: Faith-Based Organizations	8:29
<input type="checkbox"/> American Indians.....	10:40
<input type="checkbox"/> Test: American Indians.....	6:01
<input type="checkbox"/> Standard Assurances	12:41
<input type="checkbox"/> Test: Standard Assurances	4:38

OR

_____ 2. Other training at least equivalent to the Office for Civil Rights – Training for Grantees

Optional training videos are available from the Office for Violence Against Women and may be reviewed at: <https://search.justice.gov/search?affiliate=justice&op=Search&page=2&query=videos>

As the individual with primary functional responsibility for equal opportunity and civil rights compliance for the applicant jurisdiction or organization, I hereby certify that I have completed the on-line training modules identified above, or have received equivalent professional ‘HR’ training equivalent to that identified above, or a comprehensive update on such equivalent training, within the last two years. For the State Administering Agencies module and the test for that module, I have consulted with the primary grant manager for this award program as to whether there are or will be sub-recipients, and completed those modules or equivalent training if applicable.

This certificate is valid for two years from the date of execution.

SIGNATURE OF OFFICIAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

JURISDICTION/ORGANIZATION REPRESENTED

DATE

CIVIL RIGHTS REQUIREMENTS

1. LIMITED ENGLISH PROFICIENCY

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services where necessary, including oral and written translation. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. FEDERAL NON-DISCRIMINATION REQUIREMENTS

The applicant will comply with any applicable federal nondiscrimination requirements, which may include:

- * the Omnibus Crime Control Act and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d);
- * the Victims of Crime Act of 1984 as amended (42 U.S.C. § 10604(e)) and 28 CFR § 94.114;
- * the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)) as amended;
- * Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- * the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- * the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- * the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- * the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- * 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- * Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
- * 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations);
- * 28 CFR § 31.202, 403;
- * Violence Against Women Act (VAWA) of 1994, as amended (42 U.S.C. § 13925(b)(13)); and

Applicable Department of Justice regulations implementing the above-referenced statutes. The applicant shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court, or a state or federal administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex, sexual orientation or gender identity against the applicant or a program partner or participant receiving grant funds, the applicant will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

4. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The applicant will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP but not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>

5. APPLICANT DUTY TO ENSURE SUB-RECIPIENTS COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the individual with primary functional responsibility for equal opportunity/civil rights compliance for the applicant jurisdiction, I hereby certify that the applicant will comply with the above Civil Rights requirements specified in this certification.

SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

JURISDICTION/ORGANIZATION REPRESENTED

DATE

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

Recipient Name and Address: _____
Grant Title: FFY' 19 Justice Assistance Grant – Washington State Grant Number: 2019-DJ-BX-0035
Subaward No.: _____

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its compone... agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR Sections 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file, and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section B below. Recipients that claim the limited exemption from the submission requirement must complete Section C below.

Recipients should complete Section A, B or Section C, not multiple sections. If a recipient receives multiple federal grants, please complete a form for each grant, Do Not Use Another Grant's Certificate when completing this application package.

Section A – Declaration of Compliance with the EEOP Requirement

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient] has prepared an EEOP and if appropriate submitted to the Office of Civil Rights, US Department of Justice a copy, pursuant to 28 CFR.

Print Name of Individual with Primary Functional Responsibility _____ Signature _____ Date _____

Section B - Declaration of Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- Recipient has less than 50 employees
- Recipient is an educational institution
- Recipient is an Indian Tribe
- Recipient is a medical institution
- Recipient is a non-profit organization
- Recipient's award is less than \$25,000

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 CFR Sections 42.302. I further certify that _____ [recipient jurisdiction] will comply with the applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print Name of Individual _____ Signature _____
Date _____

Section C - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP for review to the Department of Justice as long as it certifies the following (42 CFR Section 42.305):

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient jurisdiction], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR Section 42.301, et. seq., subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

Print Name of Individual with Primary Functional Responsibility _____ Signature _____ Date _____

Insert copy (image) of:

**Email a copy of the EEOP Utilization Report including signature/approval page(s) to
abigail.snyder@commerce.wa.gov**

Office of Civil Rights Compliance Checklist

A. Federally-Mandated Activities: Equal Opportunity Program							
1.	EEOP total exemption criteria:	Yes	No	Yes	No	N/A	
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employee						
b.	Recipient agency is an educational institution						
c.	Recipient agency is an Indian Tribe						
d.	Recipient agency is a medical institution						
e.	Recipient agency is a non-profit organization						
f.	Recipient agency's award is less than \$25,000						
g.	Recipient agency's award is less than \$500,000						
Totally Exempt? Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"							
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services						
Not Totally Exempt:							
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights						
4.	Was the EEOP submitted to COMMERCE						
5.	Approval and Expiration dates						Effective: _____ Expiration: _____
6.	EEOP is available for review						
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to COMMERCE						
8.	EEOP has been formulated and signed into effect within the past two (2) years						
Generic Civil Rights Compliance (Non-EEOP):							
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)					Job Announcements	
						Web Site	
						Posters	
						Other (specify): _____	

Office of Civil Rights Compliance Checklist

10.	How does the agency notify employees and prospective employees that it does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)	Yes N/A	No		Job Announcement	Orientation Training
					Web Site	Refresher Training
					Posters	Employee Handbook
					Other (specify):	
11.	Written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights – Explain					
12.	Grievance Procedures – Notification – Training - Point of Contact Item 12a thru 12c apply only if both Items 1a and 1f are 'No'					
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services				Policy & Procedures	
					Web Site or Intranet	
					Employee Handbook	
					Collective Bargaining Agreement	
					Other (specify):	
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G				Designee's Title:	
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability - How				Job Announcement	Orientation Training
					Web Site	Refresher Training
					Posters	Employee Handbook
					Other (specify):	
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain				Orientation Training	Supervisor's Training
					Refresher Training (type):	
					Other (specify):	
	Limited English Proficiency				Jurisdiction in general Law Enforcement	
13.	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)				Assessed LEP population & critical services	
					Hiring LEP language proficient speakers	
					Training personnel in LEP languages	
					Coordinating for LEP speakers in advance	
					LEP speakers called upon contact	
					Language Line used	
					Corresponding common phrase (crib) sheets	

Office of Civil Rights Compliance Checklist

14.	Limited English Proficiency (LEP) – Written policy on providing language access to services (<i>Not a requirement, a question</i>)	Yes	No		← Jurisdiction in general Law Enforcement →
15.	Education Program or Activity operated by the agency, has the agency taken the following actions:				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex				
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54 - Who				Designee's Title:
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities				
16.	Religious Activities, if subrecipient is a religious institution or a faith-based organization:			X	
a.	Provide notice actual & potential beneficiaries that the subrecipient does not discriminate in the delivery of services based on religion			X	
b.	Provide notice that if beneficiaries object to the 'religious character' of the subrecipient, the subrecipient will make a reasonable effort to find an alternative service provider in close geographic proximity			X	
c.	Keep a record of requests for an alternative service provider and their efforts to find such, and their follow-up with the requestor			X	
17.	Finding/Rulings				
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), <u>within the last two years?</u> – Explain if Yes				
b.	Was COMMERCE (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?				
c.	Corrective action, as negotiated or directed, been implemented?				
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation				Comments:

Office of Civil Rights Compliance Checklist

<i>B. Drug-Free Workplace</i>		Yes	No	N/A	
19.	Does the agency have a Drug-Free Workplace policy in place?				
20.	Who administers the Drug-Free Workplace Program?				Office or Position Title:
21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance				
22.	Do violations result in: • Termination • Penalties • Rehabilitation				
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?				
24.	Was COMMERCE (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?				
25.	Was appropriate personnel action taken within 30 days?				
Conflict of Interest					
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant <u>within the last two years</u> ? <small>(Limit response to project's personnel, supervisors and policy chain)</small>				
27.	Was COMMERCE (or Task Force lead agency) notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?				
28.	Describe the allegation or finding				

Certification: The undersigned certify that the above is a true representation of the Civil Rights and other issues covered by this checklist.

For (*responding City, County, Tribal Jurisdiction, or Non-Governmental Entity*): _____

Signature (*of Human Resources/Personnel Respondent*)

Date

Signature (*of grant activity coordinator (items 13,14,17 & 23-27)*)

Date

Name/Title of Respondent

Name/Title of Respondent

Note: Project coordinator/liaison (right signature block) should respond to questions with color accented line numbers (13, 14, 17 & 23-27) as in some jurisdictions these events are resolved between department heads and the executive council, and are not consistently reported to Human Resources/Personnel.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA)

Section 1

Agency/Jurisdiction Legal Name: _____

Section 2

Responses should be for the entire Jurisdiction/Organization, not just the department /division to utilize grant funds.

- a) Total Federal Revenues for the prior fiscal year
(ARRA, Non-ARRA, Directly & Indirectly received) _____
- b) Is 'a' above equal to or greater than \$25,000,000? Yes No
(Circle One)
- c) If 'b' above is 'No', skip to Section 3 a), enter check 'Not Required'
and execute the certificate, otherwise continue, compensation reporting may
be required.
- d) Total Revenue (including Federal Revenue) for the prior fiscal year _____
- e) Calculation: $a \div d$ (Total Federal Revenue divided by Total Revenue) _____
- f) Is 'e' above equal to or greater than .8? Yes No
(Circle One)
- g) If 'f' above is 'No', skip to Section 3, enter check 'Not Required'
and execute the certificate, otherwise continue, compensation reporting may
be required.
- h) Have you filed senior executive's compensation with either of the following?
 - 1. Securities & Exchange Commission
(under sec 13(a) or 15(d) of the Securities Exchange Act of 1954)
 - 2. Internal Revenue Service
(Sec 6104 of the Internal Revenue Code of 1986)Yes No
(Circle One)
- i) If 'h' above is 'Yes', skip to Section 3a), enter check 'Not Required'
and execute the certificate, otherwise continue, compensation reporting
is required.

Section 3

Compensation Reporting Requirement:

a) **Not required to report senior executive compensation.**

(Sec 2b or 2f = 'No', or 2h = 'Yes') _____

b) **Enter the name, title and total compensation of the five individuals receiving the greatest total compensation for the reporting jurisdiction (or agency if the Grantee is not a unit of state, local or tribal government).**

	Name	Title	Compensation
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Section 4

I, am the chief financial officer of the jurisdiction/organization or their designated representative, and certify that the data presented on this form is an accurate reflection of the jurisdiction's/ organization's fiscal records.

Signature

Printed Name

Title

Date

COMMERCIAL INSURANCE, RISK POOL OR SELF INSURANCE

Cities and Counties receiving grant funds directly from Commerce under this program must have:

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its 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.

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 Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Employers Liability. Insurance providing wage replacement and medical benefits to employees injured in the course of employment, filling the gaps between Worker's Compensation and Commercial General Liability.

Fidelity Insurance. The Contractor shall maintain insurance coverage at least equal to the awarded funds under this agreement to protect against fraudulent acts by individuals authorized to receive or deposit funds into program accounts, or to prepare or issue financial documents, checks, or other instruments of payment for program costs.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Worker's Compensation. Coverage of employees which in the course of employment incurred bodily injury (including death) by accident or disease that arises out of or in connection with the performance of the grant agreement.

The agency executing the grant award for this program shall provide insurance coverage as set forth above. 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 or risk pool 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 15 days of being requested, a certificate of insurance which outlines the coverage and limits defined in this insurance section. Commerce will be named as an additional insured on this certificate. 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**

SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

JURISDICTION/ORGANIZATION REPRESENTED

DATE



STATE OF WASHINGTON

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525
(360) 725-2895 • 1-866-857-9889

Grantee Information Regarding Risk Assessment

Jurisdiction/Organization/Tribe: Click or tap here to enter text.

Recipient Program/Department: Click or tap here to enter text.

Person(s) completing the form: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone/Email: Click or tap here to enter text.

Date submitted to Commerce: Click or tap here to enter text.

Assessment Questions

Please answer each question completely and provide supporting details where requested.

Explain any organizational restructuring that occurred within the last 12 months that affect OCVA contracts or grants. Make sure to discuss the following:

- Organizational changes (divisions, departments, units)
- Programmatic changes (services being provided, level of services, etc)
- Business systems (which can include financial, human resources, programmatic, etc)

1 Provide details of the restructuring, the timeframe for which this has/is occurring and the status of the change.

Click or tap here to enter text.

Check box if no relevant organizational restructuring has occurred within the last 12 months.

Has the organization expanded services or created new services within the last 24 months?

Yes No

2 If yes, please describe and list the new or existing resources that support this expansion in services.

Click or tap here to enter text.

<p>3</p>	<p>Describe turnover in key positions during the past 12 months in those areas of the organization that administer or support OCVA programs for the following categories. Along with the description, include the number of positions/FTEs for each category.</p> <ul style="list-style-type: none"> - Executive Management/Tribal Executive Management Staff - Fiscal - Council, Commissioners/Tribal Council <p>Describe your plan and timeframe for filling, training, or covering the duties of any vacant positions. Click or tap here to enter text.</p> <p><input type="checkbox"/> Check box if there has been no turnover in key positions during the past 12 months.</p>
<p>4</p>	<p>Does your organization/Tribe have any pending or recent past litigation or legal action?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the litigation or legal action. Click or tap here to enter text.</p>
<p>5</p>	<p>Has your organization/Tribe terminated or has Commerce terminated any contracts in the last 24 months because of performance or compliance issues?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please explain the circumstances. Click or tap here to enter text.</p>
<p>6</p>	<p>Does your organization/Tribe have funders other than OCVA who monitor (non-audit) contracts and grants?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list them and include the frequency in which monitoring is conducted. Click or tap here to enter text.</p>
<p>7</p>	<p>Have you had an audit in the last 24 months?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, explain why an audit was not needed or required. Click or tap here to enter text.</p> <p>If you have had an audit, explain the type of audit (e.g. financial, federal compliance, internal control, etc). Click or tap here to enter text.</p>

List any audit findings you have received from an external entity within the last 24 months.
Click or tap here to enter text.

- 8 If findings were included in the audit, please describe the corrective action plan and state if it is either in progress (providing detail on the status for implementation) or has been completed.
Click or tap here to enter text.

Check box if there were no findings.

Have you, or do you intend to sub grant or sub contract any funds received from OCVA?

Yes No

- 9 If yes, how do you monitor your sub grantees/sub contractors services and expenditures?
Click or tap here to enter text.

- 10 What percent of your organization's annual budget is government funding (federal and state)?
 Under 10% 10 – 30% 30 – 50% More than 50%

Does 20% or more of the total funding for your organization come from OCVA? Please use a two or three year analysis to answer this question.

Yes No

- 11 If your organization has experienced "funding swings" where one fiscal year you do receive 20% or more of your total funding from OCVA and in another year you do not, please explain why this has occurred.
Click or tap here to enter text.

Explain the management and the board/or council's role in the following:

- 12
- Monitoring financial and programmatic compliance
 - Evaluating or assessing the performance of the executive director
 - Developing policy
 - Reviewing programmatic results
- Click or tap here to enter text.

How many years has your organization/Tribe administered federal or state funds?

- 13
- Federal funds: less than 2 years 2 – 5 years more than 6 years
 - State funds: less than 2 years 2 – 5 years more than 6 years
-

14	<p>List specific experience in government grant administration and government contract administration for the following staff:</p> <ul style="list-style-type: none"> Executive Management: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input type="checkbox"/> more than 6 years Fiscal/Bookkeeping Staff: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input type="checkbox"/> more than 6 years <p>Include the total number of years' experience for each of the categories above.</p>
15	<p>Does your organization/Tribe currently use volunteers to provide direct crime victim services?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? Click or tap here to enter text.</p>
16	<p>Does your organization/Tribe currently use volunteers to provide non-direct crime victim services?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? Click or tap here to enter text.</p>

I certify that the information provided is true and correct

Signature _____ Date

Print or type name and position

CUSTOMER SATISFACTION AND IMPROVEMENT

The following questions are intended to help us improve our application process. Please indicate your agreement/disagreement with the following statements. Your responses will not impact the evaluation of your application in any way.

- 1: Strongly Disagree**
- 2: Disagree**
- 3: Neither Agree Nor Disagree**
- 4: Agree**
- 5: Strongly Agree**

1. The application instructions were clear.

1 2 3 4 5

2. The application questions were easily understood.

1 2 3 4 5

3. I was able to receive the assistance I needed from Commerce to complete the application.

1 2 3 4 5

4. I had adequate time to prepare the application prior to the deadline.

1 2 3 4 5

5. Given program requirements, the application process was reasonable.

1 2 3 4 5

6. Which forms or portions thereof were particularly difficult to understand or respond to, and do you have any recommendations for how they should be presented?



Interagency Agreement with

<Name of Governmental Entity Here>

through

Justice Assistance Grant
Less than Lethal Equipment Project

For

To Provide federal funding to local jurisdiction for acquisition of
'Less than Lethal' equipment

Start date: November 1, 2021

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FACE SHEET

Contract Number: F19-31440-2##

**Washington State Department of Commerce
Community Services and Housing Division
Office of Firearm Safety & Violence Prevention – Public Safety Unit
Less Than Lethal Equipment**

1. Contractor <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Contractor Doing Business As (optional) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Contractor Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative Abigail Snyder Program Manager - Lead 360-515-6205 Abigail.snyder@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount <Insert \$ amount>	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date November 15, 2021	8. End Date June 30, 2022
9. Federal Funds (as applicable) <Insert \$ amount>	Federal Agency: Department of Justice	CFDA Number: 16.738	Indirect Rate (if applicable): <Insert indirect rate>
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. DUNS # <Insert number>
14. Contract Purpose To provide federal funds to acquire 'Less Than Lethal' equipment.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, and the Contractor's application submitted in response to RFP 19-31440-1.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

SPECIAL TERMS AND CONDITIONS**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019

Federal Award Identification Number (FAIN): 2019-DJ-BX-0035

Total amount of the federal award: \$3,335,381

Awarding official: Matt Dummermuth

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 2019-DJ-BX-0035 awarded by the Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Public Safety Unit, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$ _____ for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$ _____, which amount is included in the Contract total above.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but not more frequently than monthly.

The invoice shall include the Contract Number F19-31440-2##.

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

SPECIAL TERMS AND CONDITIONS

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

8. SUBCONTRACTOR DATA COLLECTION

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

9. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

SPECIAL TERMS AND CONDITIONS

statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- add any other attachments incorporated by reference on the Face Sheet

GENERAL TERMS AND CONDITIONS**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

GENERAL TERMS AND CONDITIONS

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

GENERAL TERMS AND CONDITIONS**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

GENERAL TERMS AND CONDITIONS

or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

GENERAL TERMS AND CONDITIONS

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

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

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

21. WAIVER

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

Scope of Work

Scope of Work to be derived from the Contractor's Application submitted under RFP 19-31440-1.

Budget

Budget is to be derived from the Contractor's Application submitted under RFP 19-31440-1.

Budget

The Contractor shall report on its progress in implementing the Scope of Work on a quarterly basis.

The report shall include the type and number of materials acquired with grant funds, and the type and number of materials so acquired which have been distributed to each of the counties within its ITT region.

The quarterly report will be submitted in Word format to the COMMERCE representative identified on this Contracts Face Sheet, not later than the 15th day following the end of each calendar quarter of this contract.