



**STATE OF WASHINGTON DEPARTMENT OF COMMERCE**

**REQUEST FOR APPLICATIONS (RFA)**

**RFA NO. SFY23-32013**

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

**PROJECT TITLE:** Tax Credit Community Outreach Program

**APPLICATION DUE:** July 25, 2022, at 11:59 PM Pacific Time, Olympia, WA

**ESTIMATED TIME PERIOD FOR GRANT:** October 1, 2022 – June 30, 2023

The Department of Commerce reserves the right to amend each grant or to extend the grant term for additional time, for up to a total of six additional months through December 30, 2023.

**ELIGIBILITY:** This grant opportunity is open to those organizations, which satisfy the minimum qualifications stated herein and are available for work in Washington State. This grant opportunity is available in two categories:

**1. Eligibility for Community Grants**

- Licensed to do business in the State of Washington or willing to become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Grantee;
- Currently serving communities with socially, economically and/or educationally disadvantaged residents; and
- One year experience providing coordinated outreach and education activities.

**2. Eligibility for Tribal Grants**

- Federally recognized tribal governments.
- Currently serving federally recognized tribal communities located in WA State.
- One year experience providing coordinated outreach and education activities.

**CONTENTS OF THE REQUEST FOR APPLICATIONS:**

1. Introduction
2. General Information
3. Application Contents
4. Evaluation and Award
5. Exhibits
  - A. Certifications and Assurances
  - B. Diverse Business Inclusion Plan
  - C. Workers' Rights Certification
  - D. State Funded Grant Template/General Terms and Conditions/Scope of Work

## TABLE OF CONTENTS

1. INTRODUCTION .....	4
1.1 PURPOSE AND BACKGROUND .....	4
1.2 GOALS AND OBJECTIVES.....	4
1.3 MINIMUM QUALIFICATIONS .....	5
1.4 FUNDING .....	5
1.5 PERIOD OF PERFORMANCE .....	6
1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES.....	6
1.7 DEFINITIONS.....	6
1.8 AMERICANS WITH DISABILITIES ACT.....	6
2. GENERAL INFORMATION.....	7
2.1 RFA COORDINATOR.....	7
2.2 SCHEDULE OF GRANT OPPORTUNITY ACTIVITIES.....	7
2.3 SUBMISSION OF APPLICATIONS .....	7
2.4 APPLICANT CONFERENCE AND QUESTIONS .....	8
2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE.....	8
2.6 REVISIONS TO THE RFA .....	8
2.7 DIVERSE BUSINESS INCLUSION PLAN .....	9
2.8 ACCEPTANCE PERIOD.....	9
2.9 COMPLAINT PROCESS .....	9
2.10 RESPONSIVENESS.....	9
2.11 MOST FAVORABLE TERMS.....	9
2.12 GENERAL GRANT TEMPLATE WITH GENERAL TERMS & CONDITIONS .....	10
2.13 COSTS TO APPLY .....	10
2.14 NO OBLIGATION TO CONTRACT .....	10
2.15 REJECTION OF APPLICATIONS.....	10
2.16 COMMITMENT OF FUNDS.....	10
2.17 ELECTRONIC PAYMENT.....	10
2.18 INSURANCE COVERAGE.....	10
3. APPLICATION CONTENTS .....	12
3.1 LETTER OF SUBMITTAL (MANDATORY) .....	12
3.2 MINIMUM QUALIFICATIONS (MANDATORY, NOT SCORED).....	12
3.3 TECHNICAL PROPOSAL (SCORED) .....	13
3.4 DIVERSITY PROPOSAL (SCORED).....	13
3.5 MANAGEMENT PROPOSAL.....	14
3.6 COST PROPOSAL .....	15
4. EVALUATION AND GRANT AWARD .....	16
4.1 EVALUATION PROCEDURE .....	16
4.2 EVALUATION BREAKDOWN.....	16
4.3 ORAL PRESENTATIONS MAY BE REQUIRED.....	16
4.4 NOTIFICATION TO APPLICANTS .....	16
4.5 DEBRIEFING OF UNSUCCESSFUL APPLICANTS.....	16
4.6 PROTEST PROCEDURE .....	17
5. RFA EXHIBITS .....	18
EXHIBIT A - CERTIFICATIONS AND ASSURANCES	
EXHIBIT B - DIVERSE BUSINESS INCLUSION PLAN	
EXHIBIT C - WORKERS' RIGHTS CERTIFICATION	
EXHIBIT D - STATE FUNDED GRANT TEMPLATE/TERMS AND CONDITIONS/SCOPE OF WORK	

# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

Tax Credits are widely recognized as one of the nation’s most powerful resources for lifting individuals and families out of poverty. Tax Credits provide a refundable cashback credit to low-income working individuals and families when they prepare and file their annual income tax returns. For eligible filers, tax credits deliver a much-needed income boost to help meet basic needs and strengthen their economic security. Statistics show that every year an alarming number of otherwise eligible taxpayers fail to claim federal and/or state funded tax credits. The forgone economic benefits result in lost opportunities to improve the economic security of low-to-moderate income (LMI) Washingtonians, business sales, job growth, wages, labor income, and tax revenue for state, county, and city governments.

In 2021, the Washington Legislature established a state version of the federal Earned Income Tax Credit (EITC). The state credit, hereafter referred to as the Working Families Tax Credit (WFTC), provides a refund to eligible working families and individuals across the state of Washington. To maximize participation and claiming of the available benefit for eligible Washingtonians, the Governor’s 2022 Supplemental Budget appropriated \$10 million to the Washington Department of Commerce, hereafter called “COMMERCE,” and directed COMMERCE in collaboration with the WA State Department of Revenue to establish community outreach efforts, raise awareness, and access for the WFTC and EITC. These funds may also be used to increase awareness of and access to free tax preparation assistance services for eligible individuals and families.

### [ESSB 5693 Section 128, Subsection 135](#)

\$10,000,000 of the general fund—state appropriation for fiscal year 2023 is provided solely for COMMERCE to conduct outreach activities for the working families tax exemption<sup>1</sup> established in RCW 82.08.0206 and the federal earned income tax credit.

Of the amounts, COMMERCE intends to award:

- (A) \$6,860,000 in grants to community-based organizations to conduct outreach activities and application assistance for individuals eligible for the WFTC and EITC.
  - i) COMMERCE must award grants to at least two community-based organizations in each county.
  - ii) Twenty-five percent (\$1,715,000) must be used for outreach activities serving: tribal and urban Indian communities of color, and households in rural areas
- (B) \$2,860,000 in grants to community-based organizations to conduct outreach activities and application assistance for individuals eligible for the working families tax credit who file or may be eligible to file using a valid individual taxpayer identification number. Grant recipients may also use grant funds to assist individuals in obtaining valid individual tax identification numbers.

COMMERCE will withhold an administrative fee of 3.7% from the allocated funds, totaling \$370,000.

COMMERCE intends to award multiple grants to provide the activities and services described in this RFA.

## 1.2 GOALS AND OBJECTIVES

THIS RFA WAS DRAFTED TO SUPPORT THE SUCCESSFUL ADMINISTRATION OF THE WORKING FAMILIES TAX CREDIT AND EARNED INCOME TAX CREDIT AWARENESS FUNDED THROUGH [ESSB 5693 SECTION 128, SUBSECTION 135](#).

The objective of this RFA is to contract with community organizations to conduct outreach to eligible communities, tribal communities, and historically disadvantaged communities with the objective of helping individuals apply for the WFTC and EITC benefits. Applicants should conduct cost-effective education and enrollment activities that will inform community members about the availability of the WFTC and EITC and assist eligible individuals/families with submitting for tax credit benefits. Grantees will be required to provide free tax preparation assistance to eligible Washingtonians through their own services or partner organizations.

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<sup>1</sup> Although this legislation uses the term “exemption,” the word “credit” more accurately describes the payments made under the Working Families Tax Credit program. Engrossed House Bill 2096 was passed and successfully changed the term exemption to credit.

This funding is intended to provide individual assistance such as program navigation services and application assistance. It is not intended to support only media outreach.

Funding allocated under this grant will support new or expanded activities and may not replace or supplant existing funding sources.

Goals:

- Increase the number of eligible Washingtonians claiming the state WFTC and federal EITC,
- Provide access to free federal tax preparation assistance services for eligible Washingtonians; and,
- Provide information and/or assistance to available resources for the WA State WFTC,
- Provide application assistance for the WA State WFTC,
- Provide Individual Taxpayer Identification Number (ITIN) eligibility education, outreach, and access to ITIN application acceptance assistance.

Objectives:

- Conduct Tax Credit education and outreach activities to eligible applicants.
- Promote and maximize awareness of WFTC and the federal EITC, including the purpose, benefits, eligibility criteria, filing access, and how to claim the available credit(s) via federal free tax preparation assistance programs.
- Partner with trusted organizations in the community to implement effective Tax Credit education and outreach activities.
- Encourage eligible individuals and families to file a federal tax return and a WFTC application, which includes providing information on local, free tax filing services and the Department of Revenue's online WFTC application process, which will be available at [dor.wa.gov/WorkingFamilies](http://dor.wa.gov/WorkingFamilies).
- Focus on eligible populations, including noncitizens who may file using an ITIN.
- Disseminate clear, accurate, and consistent information to Washington residents, including culturally diverse, hard-to-reach populations, and rural communities to increase awareness of the available tax credit(s), access to ITIN application assistance services, and access to free tax preparation assistance services in English, Spanish, and other languages, as applicable.
- Collect, track, and report outcomes on education, assistance, and outreach efforts by providing qualitative and quantitative data to document outreach activities and strategies.
- Assist individuals and families with processing their IRS Form W-7 application for Individual Taxpayer Identification Number either through direct service, via a subcontracted or partner Internal Revenue Service (IRS) certified Acceptance Agent.

### 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications vary depending on the two Eligibility Categories identified on the title page of this RFA: These qualifications include:

Eligibility for Community Grants

- Licensed to do business in the State of Washington or willing to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Grantee.
- Currently serving:
  - A) communities with socially, economically or educationally disadvantaged residents
  - B) communities of color; and/or
  - C) households in rural areas
- Community-based, community-rooted, and community-led organizations in Washington State. Recipients can be non-profit organizations, small for-profit businesses, or OMWBE-certified businesses located in the state of Washington.
- One year of experience providing coordinated outreach and/or education activities.

Eligibility for Tribal Grants

- Federally recognized tribal governments
- Currently serving federally recognized tribal communities located in WA State
- One year experience providing coordinated outreach and education activities

Applicants who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any application that is rejected as non-responsive will not be evaluated or scored.

### 1.4 FUNDING

Applications proposing an excess of \$200,000 will be rejected as non-responsive and will not be evaluated.

In the event additional funding becomes available, any grant agreements awarded may be renegotiated to provide for additional related activities.

Funding will be distributed to awarded applicants on a reimbursement schedule, upon receipt of submitted and approved expenditures and quarterly program reports. Grantees may not request an amount in excess of the total amount found under the grant award.

Any grant agreement(s) awarded as a result of this grant opportunity is contingent upon the availability of funding.

## 1.5 PERIOD OF PERFORMANCE

The period of performance for any grant resulting from this RFA is estimated to begin on October 1, 2022, and end on June 30, 2023. Amendments extending the period of performance, if any, shall be at the sole discretion of the COMMERCE in collaboration with the Department of Revenue.

COMMERCE in collaboration with DOR, reserves the right to extend the grant for two one-year periods.

## 1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

## 1.7 DEFINITIONS

Definitions for the purposes of this RFA include:

**Apparently Successful Grantee:** The organization(s)/entity(ies) selected to perform the anticipated services, subject to completion of contract negotiations and execution of a written grant agreement.

**Applicant:** An organization or entity that submits an application to this RFA in order to attain a contract/grant with COMMERCE.

**Application:** A formal offer submitted in response to this RFA.

**Grantee:** Organization or entity whose application has been accepted by COMMERCE and is awarded a fully executed, written contract/grant.

**Commerce:** The Washington State Department of Commerce issuing this RFA.

**Department of Revenue:** Washington State Department of Revenue

**Earned Income Tax Credit:** Federal Tax Credit for eligible tax filers funded through the Federal Internal Revenue Service

**Request for Applications (RFA):** Formal grant opportunity document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFA is to permit the organizations to suggest various approaches to meet the need at a given price.

**Working Families Tax Credit:** Washington State Working Families Tax Credit established in RCW 82.08.0206.

## 1.8 AMERICANS WITH DISABILITIES ACT

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFA Coordinator to receive this Request for Applications in alternative formats.

## 2. GENERAL INFORMATION

### 2.1 RFA COORDINATOR

The RFA Coordinator is the sole point of contact in COMMERCE for this grant opportunity. All communication between the Organization and COMMERCE upon release of this RFA shall be with the RFA Coordinator, as follows:

Name	Angie Hong
Title	Contract Specialist, WA State Department of Commerce
E-Mail Address	<a href="mailto:Angie.Hong@Commerce.wa.gov">Angie.Hong@Commerce.wa.gov</a>
Phone Number	360-506-1706

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

### 2.2 SCHEDULE OF GRANT OPPORTUNITY ACTIVITIES

Description	Due Date
Issue Request for Applications	June 15, 2022
Question and Answer Period	June 15 – July 5, 2022
Applicant Questions/Agency Answers Summary Posted	July 7, 2022
Applicant Conference	July 14, 2022 at 1PM Pacific Time, Olympia, WA
<b>Applications due</b>	<b>July 25, 2022 at 11:59PM Pacific Time, Olympia, WA</b>
Evaluate Applications	July 26 – August 25, 2022
Oral Interviews, may be required	August 29 – September 12, 2022
Announce “Apparent Successful Grantee(s),” and Notify Unsuccessful Applicants	September 13, 2022
Hold debriefing conferences (if requested)	September 19 - 21, 2022
Negotiate grant agreements	September 14 - 30, 2022
Grant Start Date	October 1, 2022

COMMERCE in collaboration with DOR reserves the right to revise the above schedule.

### 2.3 SUBMISSION OF APPLICATIONS

Applications must be **received, via email, by the RFA Coordinator** no later than 11:59 pm, Pacific Time, in Olympia, Washington, on **July 25, 2022**.

Applications must be submitted electronically as an attachment via e-mail to the RFA Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of applications. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicant to the offer. COMMERCE does not assume responsibility for problems with the Organization’s e-mail. Should Applicants be unable to submit due to COMMERCE systems/email not working, appropriate allowances will be made.

Applications may not be submitted/transmitted using facsimile transmission.

Applicants should allow sufficient time to ensure timely receipt of the application by the RFA Coordinator. **Late**

**applications will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE e-mail is found to be at fault at COMMERCE'S sole determination. Requests for deadline extensions will not be granted. All applications and any accompanying documentation become the property of COMMERCE and will not be returned.

## **2.4 APPLICANT CONFERENCE AND QUESTIONS**

An applicant conference is scheduled to be held on **July 14, 2022** at **1:00 pm** Pacific Standard Time via virtual format. Applicants are encouraged to participate; however, attendance is not mandatory.

### **Applicant Conference Information**

[Applicant Conference Link](#)

Meeting ID: 846 3359 2279

Passcode: 217963

COMMERCE will be bound only to COMMERCE published written answers to questions. Questions arising at the applicants' conference will be documented and published via an update to the Q&A summary document. The Q&A summary is published on Washington's Electronic Business Solution (WEBS) and Commerce's website, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

## **2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

Applications submitted in response to this competitive grant opportunity shall become the property of COMMERCE. All applications received shall remain confidential until the Apparently Successful Grantee(s) is/are announced; thereafter, the applications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the application 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 application 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 RFA Coordinator is required. All requests for information should be directed to the RFA Coordinator.

## **2.6 REVISIONS TO THE RFA**

In the event it becomes necessary to revise any part of this RFA, addenda will be provided via e-mail to all individuals who have made the RFA Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Business Solution (WEBS) accessible at <https://fortress.wa.gov/ga/webs>.

For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFA and will be placed on the WEBS site. Such addenda will also be published on the Commerce page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

Interested Parties that downloaded this RFA from the Commerce website located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/> are responsible for sending your organization name, contact person, e-mail address, and telephone number to the RFA Coordinator in order for the organization to receive any RFA addenda.

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

## 2.7 DIVERSE BUSINESS INCLUSION PLAN

Responders will be required to submit a Diverse Business Inclusion Plan with their application. In accordance with legislative findings and policies set forth in RCW 39.19. The state of Washington encourages participation in all grants/contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), firms certified by the Washington State Department of Veterans Affairs, and firms that are considered Washington Small Businesses. Participation may be either on a direct basis or on a SUB-GRANTEE basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

10% participation by Minority Owned Business  
6% participation by Women Owned Business  
5% participation by Veteran Owned Business  
5% participation by Small Businesses

## 2.8 ACCEPTANCE PERIOD

Applications must provide 60 days for acceptance by COMMERCE from the due date for receipt of applications.

## 2.9 COMPLAINT PROCESS

Complaints may be submitted to COMMERCE based on any of following:

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

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

- a) The complaint must be submitted in writing;
- b) The complaint must be sent to the RFA coordinator within 30 day of the announced successful grantees;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

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

## 2.10 RESPONSIVENESS

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

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

## 2.11 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the application submitted. Therefore, the application 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 application.

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

## **2.12 GENERAL GRANT TEMPLATE WITH GENERAL TERMS & CONDITIONS**

The Apparently Successful Grantee(s) will be expected to enter into grant agreements, which are substantially the same as the applicable sample state funded general grant agreement and its general terms and conditions attached as Exhibit D. In no event is an Organization to submit its own standard grant agreement terms and conditions in response to this RFA. The Organization may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this RFA. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under each grant agreement will be a scoping plan, which will define the specific activities to be provided by the GRANTEE based upon agreement between COMMERCE and the GRANTEE.

## **2.13 COSTS TO APPLY**

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

## **2.14 NO OBLIGATION TO CONTRACT**

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

## **2.15 REJECTION OF APPLICATIONS**

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

## **2.16 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/grant resulting from this RFA. No cost chargeable to the proposed grant may be incurred before receipt of a fully executed grant.

## **2.17 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful grantee will be provided a form to register for a SAW account to establish and authorize such payment method.

## **2.18 INSURANCE COVERAGE**

The Grantee is to furnish COMMERCE with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Grantee shall, at GRANTEE'S own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the grant agreement. The Grantee shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of the grant agreement effective date.

### Liability Insurance

*Commercial General Liability Insurance (CGL):* Grantee shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured grant agreement (including the tort liability of another assumed in a business grant agreement), and contain separation of insureds (cross liability) condition.

*Business Auto Policy:* As applicable, the Grantee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### Employers Liability ("Stop Gap") Insurance

In addition, the Grantee shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this grant agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** COMMERCE shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the COMMERCE grant agreement number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE, the risk manager for the state of Washington, before the grant agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit GRANTEE'S liability under the indemnities and reimbursements granted to the state in this grant agreement.

### Workers' Compensation Coverage

The Grantee will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Grantee or their employees for activities performed under the terms of this grant agreement.

### 3. APPLICATION CONTENTS

Applications must be written in English and submitted electronically to the RFA Coordinator in the order noted below:

- 3.1 Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFA)
- 3.2 Minimum Qualifications
- 3.3 Technical Proposal
- 3.4 Diversity Proposal
- 3.5 Management Proposal
- 3.6 Cost Proposal
- 3.7 Diverse Business Inclusion Plan (Exhibit B to this RFA)
- 3.8 Workers' Rights Certification (Exhibit C to this RFA)

Applications 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 application, but should assist the Organization in preparing a thorough response.

Items marked "mandatory" must be included as part of the application for the application 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 RFA) 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 subGRANTEES:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, and Chairperson of the Board of Directors, if applicable)
- C. Legal status of the Applicant (sole proprietorship, nonprofit, Tribe, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Organization does not have a UBI number, the Organization must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Grantee.
- E. Physical locations and mailing addresses of the Applicant.
- F. Name, title, phone and e-mail address of the Applicant designated contact.
- G. Identify any state employees or former state employees employed or on the organization's governing board as of the date of application. Include their position and responsibilities within the 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 grant.

#### 3.2 MINIMUM QUALIFICATIONS (MANDATORY, NOT SCORED)

- A. Is your organization applying for Community Grants? *Yes or no. IF YES, answer the following:*
  - 1) Is your organization licensed to do business in the State of Washington? *If not, is your organization willing to become licensed in Washington within thirty (30) calendar days of being selected as the*

*Apparently Successful Grantee?*

- 2) Is your organization currently serving:
  - (a) communities with socially, economically or educationally disadvantaged residents
  - (b) communities of color; and/or
  - (c) households in rural areas

*Yes or no. Describe.*
- 3) Is your organization a community-based, community-rooted, and community-led organization in Washington State? *Yes or no. Describe.*
- 4) Is your organization a non-profit organization, small for-profit businesses, or OMWBE-certified business located in the state of Washington? *Yes or no. Describe.*
- 5) Does your organization have one year of experience providing coordinated outreach and/or education activities? *Yes or no. Describe.*

**B.** Is your organization applying for Tribal Grants? *IF YES, answer the following:*

- 1) Is your Tribe a Federally recognized tribal government? *Yes or no. Describe.*
- 2) Is your organization currently serving federally recognized tribal communities located in WA State? *Yes or no. Describe.*
- 3) Does your organization have one year experience providing coordinated outreach and education activities? *Yes or no. Describe.*

### **3.3 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 Organization's proposed approach and methodology for the project. This section should convey Applicant's understanding of the proposed project.
- 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 RFA. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Organization's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COMMERCE staff. The Organization may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts/outcomes the Organizations propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- E. Risks:** The Organization must identify potential risks that are considered significant to the success of the project. Include how the Organization would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE grant manager.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed grant. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

### **3.4 DIVERSITY PROPOSAL (SCORED)**

Describe how your organization currently integrates the values of Diversity, Equity and Inclusion (DEI) into the delivery of services and/or outreach. Specifically:

- A. Diversity.** Describe the populations served by your organization and the strategies you have used in the past to meet their unique needs.
- B. Equity.** Does your organization serve tribal and urban Indian communities, communities of color, or households in rural areas? If yes, of the total population served by your organization, please provide reference to American Consumer Survey Index (ACSI), 2020 Census data that identifies the demographics within these specific populations.

- C. Inclusion.** If applicable, address expansion efforts in the areas of outreach, partnership development or subcontracting as it pertains to expanding service delivery to include unserved individuals/families within your service area.

### **3.5 MANAGEMENT PROPOSAL**

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

- 1) Project Team Structure and Internal Controls:** Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subGRANTEES. Provide an organizational chart of your organization indicating lines of authority for personnel involved in performance of this potential grant and relationships of this staff to other programs or functions of the organization. This chart must also show lines of authority to the next senior level of management. Include who within the organization will have prime responsibility and final authority for the work.
- 2) Reporting and Performance Management.** Describe the organization's experience and ability meeting contractual performance expectations, distributing resources, and reporting on activities/performance on a quarterly and annual basis.
- 3) Staff Qualifications and Experience:** Identify staff, including subGRANTEES, who will be assigned to the potential grant, indicating the responsibilities and qualifications of such personnel. The Applicant must commit that staff identified in its proposal will actually perform the assigned work.

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

- 1)** Indicate the experience the Applicant and any subGRANTEES have providing outreach to historically disadvantaged communities to assist individuals with applications for state and/or federal assistance such as that offered by the Departments of Commerce, Social and Health Services, and Department of Children, Youth and Families.
- 2)** Indicate the experience the Applicant and any subGRANTEES have assisting individuals with retaining state and federal assistance such as that offered by the Departments of Commerce, Social and Health Services, and Children, Youth and Families.
- 3)** Indicate the experience the Applicant and any subGRANTEES has with assisting individuals and families in preparation and filing of federal income tax and EITC credits.
- 4)** Indicate the experience the Applicant and any intended sub-GRANTEES has in community outreach efforts to assist and educate individuals and families regarding their eligibility of state and/or federal benefits.
- 5)** Indicate the applicants experience with coordination and/or provision of free income tax filing services.

#### **C. Related Information (MANDATORY, NOT SCORED)**

- 1)** If the Applicant or any subGRANTEE 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 Organization's staff or subGRANTEE'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 Organization 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 Organization's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Applicant, or (b) litigated and such litigation determined that the Applicant was in default.
- 4)** Submit full details of the terms for default including the other party's name, address, and phone number. Present the Organization's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the application on the grounds of the experience. If no such termination for default has been experienced by the Organization in the past five years, so indicate.

#### **D. References (MANDATORY, NOT SCORED)**

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for

the Organization and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting an application in response to this RFA, the organization and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE'S discretion, contact references. COMMERCE may evaluate references at COMMERCE'S discretion.

**E. OMWBE Certification (OPTIONAL, NOT SCORED)**

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

**3.6 COST PROPOSAL**

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

The evaluation process is designed to award grants not necessarily to the Applicant(s) of least cost, but rather to the Applicant(s) whose applications best meet the requirements of this RFA. However, Organizations 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 project. The Organization 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. Organizations are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subGRANTEES are to be broken out separately. Please note if any subGRANTEES are certified by the Office of Minority and Women's Business Enterprises.

**B. Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Organization's total cost.

## 4. EVALUATION AND GRANT AWARD

### 4.1 EVALUATION PROCEDURE

Responsive applications will be evaluated strictly in accordance with the requirements stated in this RFA and any addenda issued. The evaluation of applications shall be accomplished by an evaluation team designated by COMMERCE and comprised of COMMERCE and DOR staff, which will determine the ranking of the applications.

COMMERCE, at its sole discretion, may elect to invite the top-scoring organizations as finalists for an oral presentation.

The RFA Coordinator may contact the Applicant for clarification of any portion of the Application.

COMMERCE must give priority in evaluation ranking to organizations serving or located in marginalized, low-income communities; communities of color; and organizations that support racial equity.

### 4.2 EVALUATION BREAKDOWN

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

<b>Technical Proposal</b>	<b>35%</b>
<b>Diversity Proposal</b>	<b>30%</b>
<b>Management Proposal</b>	<b>30%</b>
<b>Cost Proposal</b>	<b>5%</b>

**Workers' Rights Certification** – Those organizations which certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an **extra 3%** added to their score (see Attachment C).

Applications ranked/scored a total value of less than 60% will not be considered for funding under this grant.

*COMMERCE reserves the right to award the grants to the Organizations whose applications are deemed to be in the best interest of COMMERCE and the state of Washington.*

### 4.3 ORAL PRESENTATIONS MAY BE REQUIRED

After evaluating the written applications, COMMERCE may elect to schedule oral presentations of the finalists. Should oral presentations become necessary, COMMERCE will contact the top-scoring organization(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Organization at the oral interview, if any, will be considered binding.

Oral presentations, if conducted, will determine Apparent Successful Grantee.

### 4.4 NOTIFICATION TO APPLICANTS

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

### 4.5 DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Organization who has submitted an application and been notified that they were not selected for grant award may request a debriefing. The request for a debriefing conference must be received by the RFA Coordinator within three (3) business days after the Unsuccessful Grantee Notification is e-mailed to the Applicant. Debriefing requests must be received by the RFA Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Grantee 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 organization's application;
- Critique of the application based on the evaluation;
- Review of applicant's final score in comparison with other final scores without identifying the other organizations or reviewing their applications.

Comparisons between applications or evaluations of the other applications 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 Organizations who submitted an application to this RFA and who have participated in a debriefing conference. Upon completing the debriefing conference, the Organization is allowed five (5) business days to file a protest of the acquisition with the RFA Coordinator. Protests must be received by the RFA Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Organizations protesting this grant opportunity 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 Organizations under this RFA.

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

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

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFA 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 an application, 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 grant opportunity 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 Organization that also submitted an application, such Organization will be given an opportunity to submit its views and any relevant information on the protest to the RFA 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 applications, and/or
  - Reissue the RFA 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 grant agreement with the Apparently Successful Grantee. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFA EXHIBITS**

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Workers' Rights Certification

Exhibit D General Grant Template with 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.
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...
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 Consultant 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 Applicant Date

Printed Name Title

**DIVERSE BUSINESS INCLUSION PLAN**

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

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

---

Please list the approximate percentage of work to be accomplished by each group:

Minority \_\_\_\_\_%  
Women \_\_\_\_\_%  
Veteran \_\_\_\_\_%  
Small Business \_\_\_\_\_%

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company/Organization \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**GRANTEE CERTIFICATION EXECUTIVE ORDER 18-03  
WORKERS' RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Commerce is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

RFA No.: SFY23-32013

**I HEREBY CERTIFY, ON BEHALF OF THE FIRM IDENTIFIED BELOW, AS FOLLOWS (CHECK ONE):**

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does **NOT** require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

**THIS FIRM CERTIFIES IT HAS NO EMPLOYEES.**

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of GRANTEE/Applicant – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person                      Printed Name

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate                      Print city and state where signed

Date: \_\_\_\_\_

Return GRANTEE Certification to RFA Coordinator as part of your complete response.

Sample Grant Agreement



**<Organization Name>**

**through**

**Washington State Working Families Tax Credit  
Community Outreach Program**

**to**

**Maximize participation and claims for the Working Families and  
Earned Income Tax Credits through community-based  
organizations performing outreach and assistance resulting in  
increased awareness, education, information, and access to free  
tax preparation sites.**

**Start date: October 1, 2022**

## TABLE OF CONTENTS

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

Attachment A - Scope of Work  
Attachment B- Budget



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

**1. GRANT MANAGEMENT**

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

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

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed (\$XXXX) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. GRANTEE'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**EXPENSES**

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$ \_\_\_\_\_ , which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly but no more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

**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 will be due on July 15, 2023. Commerce will provide notification of the end of fiscal year due date 60 days prior to the grant termination 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 Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until

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

acceptance by COMMERCE of the final report or completion of the project, etc.

**4. SUBGRANTEE DATA COLLECTION**

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

**5. INSURANCE**

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

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

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance, which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, 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, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

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

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

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

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. GRANTEES that receive \$10,000 or more per year in funding through this Grant shall secure

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

fidelity insurance as noted above. Fidelity insurance secured byGRANTEEs pursuant to this paragraph shall name the Grantee asbeneficiary.

**6. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

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

**1. DEFINITIONS**

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

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

**2. ACCESS TO DATA**

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

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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

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

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

**8. ASSIGNMENT**

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

**9. ATTORNEYS' FEES**

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

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

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

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

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

**11. CONFLICT OF INTEREST**

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

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

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The ~~one~~ of facts upon which

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

COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**12. COPYRIGHT**

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

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

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

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

**13. DISPUTES**

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

The request for a dispute hearing must:

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

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

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

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

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

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

**14. DUPLICATE PAYMENT**

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

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

**15. GOVERNING LAW AND VENUE**

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

**16. INDEMNIFICATION**

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

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subgrantee or its employees.

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

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

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent GRANTEE relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**18. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**19. LAWS**

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

**20. LICENSING, ACCREDITATION AND REGISTRATION**

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

**21. LIMITATION OF AUTHORITY**

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

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this

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

noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**23. PAY EQUITY**

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

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

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

**24. POLITICAL ACTIVITIES**

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

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

**25. PUBLICITY**

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

**26. RECAPTURE**

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

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

**27. RECORDS MAINTENANCE**

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

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all

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

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.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

**29. RIGHT OF INSPECTION**

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

**30. SAVINGS**

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

**31. SEVERABILITY**

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

**32. SITE SECURITY**

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

**33. SUBGRANTING/SUBCONTRACTING**

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

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

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

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

**34. SURVIVAL**

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

**35. TAXES**

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

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

**36. TERMINATION FOR CAUSE**

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

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

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

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

**37. TERMINATION FOR CONVENIENCE**

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

**38. TERMINATION PROCEDURES**

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

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

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

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

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- 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 Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- 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;

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

- 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 Grant 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 Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

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

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

All reference to the Grantee under this clause shall also include GRANTEE'S employees, agents or Subgrantees.

**40. WAIVER**

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

## Attachment B

### SCOPE OF WORK

#### 1.1 General

- A. GRANTEE shall use funding provided under this contract to deliver Working Families Tax Credit (WFTC) and Earned Income Tax Credit (EITC) Education and Outreach activities designed to increase awareness of the WFTC and the federal EITC. GRANTEE shall also provide Individual Taxpayer Identification Number (ITIN) eligibility information and access to ITIN application acceptance assistance services.
- B. GRANTEE shall conduct WFTC & EITC Education and Outreach activities, resources to free tax preparation assistance services, and ITIN application acceptance assistance within their service area during the term of this Grant. WFTC and EITC Education and Outreach activities must be conducted in a culturally and linguistically appropriate manner that effectively meets the needs of the community served.

#### 1.2 Term, Period of Performance, and Amount of Agreement

- A. *Term.* The term of this Agreement shall be for the period represented on the face sheet of the Grant.
- B. *Period of Performance.* GRANTEE shall perform all activities under this Agreement prior to, or up to June 30, 2023.
- C. *Amount.* The amount of this Agreement shall be as specified on the Grant Face Sheet and is subject to adjustment(s), in accordance with terms herein. GRANTEE shall expend the full contract amount on or prior to June 30, 2023 and report and account for such expenditures no later than July 15, 2023 in accordance with the provisions of this Agreement.
- D. Program funding is subject to the availability of adequate state funded resources, budget allocations, and GRANTEE'S performance, execution of this Agreement does is not a guaranty of funding or establish a right of participation in COMMERCE programs beyond the term of this Grant.

#### 1.4 Legal Authorities - Program Requirements, Standards, and Guidance

- A. All activities performed under this Grant are to be provided in accordance with all applicable state and local laws and regulations. Those laws and regulations may be amended from time to time, including, but not limited to the 2023 Legislative session
- B. *Conflict of laws.* GRANTEE shall comply with all the requirements, standards, and guidelines contained in the authorities listed herein, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Grant, including those costs incurred pursuant to subcontracts executed by GRANTEE, notwithstanding any language contained in the following authorities that might otherwise exempt GRANTEE from their applicability.
- C. COMMERCE shall provide Grantee with specific program guidance which shall be binding on the Grantee as a condition of eligibility to receive WFTC & ETIC funds, PROVIDED:
  - 1. That such guidance shall be issued by COMMERCE in writing;
  - 2. That such guidance shall be issued by COMMERCE in the most timely and expeditious manner practicable;
  - 3. That such guidance shall be reasonably necessary to realize the intent and purposes of WFTC & ETIC;
  - 4. That major and material changes in program requirements which substantially affect the Grantee's and/or COMMERCE's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Grantee or COMMERCE, shall be subject to an amendment to this Grant;
  - 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances identified in this section, within a period of time allowing the parties to reasonably comply with any major change(s) in WFTC or EITC requirements, shall result in this Grant being without force and effect, subject only to such provisions contained herein as are intended to survive the Grant in accordance with the express and implied provisions of applicable state law;

6. That GRANTEE is duly informed of the risk of contract termination based on COMMERCE's obligation to avoid/minimize interruption of WFTC & EITC funded activities in any part of the state, if this Grant terminates due to failure to agree to any necessary amendment; and,
7. That upon COMMERCE's or GRANTEE'S good faith determination, delivered to the other party by written notice, that Grant to any necessary amendment as contemplated in Article 1, Section 4, Subparagraph C.4 above cannot be achieved, then this contract shall be terminated, in accordance with requirements of state law and established COMMERCE policy and procedure.
8. The state laws, regulations and other authorities referenced in the present Article 1, Section 4 are hereby incorporated by reference into this Grant.

## PROGRAMMATIC REQUIREMENTS

### 1.1 General

- A. GRANTEE shall perform appropriate WFTC & EITC Education and Outreach activities to ensure that eligible Washingtonians in the service area are informed about WFTC & EITC and are aware of how to claim the refund/credit at no cost. Objectives include:
1. Conduct WFTC & EITC Education and Outreach activities to eligible Washingtonians and residing in areas identified as having a high percentage of unclaimed credits, especially those areas with culturally diverse hard-to-reach populations.
  2. Partner with trusted organizations within the community to implement effective WFTC & EITC Education and Outreach activities.
  3. Promote and maximize awareness of the WFTC & EITC.
  4. Assist community members with obtaining their *Individual Taxpayer Identification Number from the Internal Revenue Service (IRS)* either through direct service or partner organization.
  5. Target eligible populations, including noncitizen Washingtonians, who may file for the WFTC using an ITIN and encourage eligible residents to file a federal tax return which makes them eligible to receive WFTC and EITC, which includes providing information on local, free tax filing services.
  6. Disseminate clear, accurate, and consistent information to communities/populations, including culturally diverse, hard-to-reach populations, to increase awareness of the available WFTC and/or EITC, access to ITIN application acceptance assistance services and the free tax preparation assistance services in English, Spanish, and other languages as applicable.
  7. Increase access to free tax preparation assistance services for eligible Washingtonians by expanding and maintaining the capacity and infrastructure of existing and new free tax preparation assistance administrators through:
    - a. Establishing/expanding resource assistance and online resource platforms;
    - b. Extended hours of operation; and
    - c. Increased staffing, improved outreach, and increased volunteer recruitment and retention campaigns.

### 2.2 GRANTEE Workplan and Budget

- A. GRANTEE shall conduct WFTC & EITC Education and Outreach activities and referrals to free tax preparation assistance activities in accordance with GRANTEE'S approved Workplans.
- B. GRANTEE shall complete and submit Program Budget forms to COMMERCE, within 30 days of grant execution.
- C. Workplans will include GRANTEE's anticipated timeline for activities, education, and outreach.
- D. COMMERCE shall not reimburse expenditures until such Workplans, Budget Forms, and signed Grant Face sheets are received and approved by COMMERCE.
- E. The 2022 Request for Applications (RFA) for WFTC & EITC) Education and Outreach grant, corresponding appendices, addendums, and GRANTEE application, are hereby incorporated by reference into this Grant. If any parts of the WFTC & EITC RFA are inconsistent with this Grant, the Grant terms and conditions shall prevail.

### 2.3 Allowable Costs and Reimbursement

- A. COMMERCE shall reimburse GRANTEE for approved and allowable expenditures incurred by GRANTEE on a monthly basis.
- B. Funds may not be used to pay for alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, food purchases, fines and penalties resulting from violations of federal, state, and local laws and regulations, fund-raising, goods and services for personal use of employees, idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when GRANTEE is a beneficiary, lobbying costs, food, or entertainment or promotional items, such as "swag" gifts. "Swag gifts" include but are not limited to toys, pens, and clips.

- C. Funds may be used for reasonable Volunteer expenses incurred while providing outreach and education in accordance with this grant. Reimbursement of Volunteer expenses must be pre-approved in writing from COMMERCE.

## 2.4 Communities/Populations Served

- A. WFTC & EITC funding shall be utilized primarily to conduct Education and Outreach activities, free tax preparation assistance when possible, and ITIN application acceptance assistance services to eligible Washingtonians. Emphasis shall be placed on the following activities within Washington:
- 1 *Statewide WFTC & EITC Education and Outreach.* GRANTEE's shall serve eligible residents statewide and provide coverage to the broadest audience reaching the largest number of eligible Washingtonians, through WFTC & EITC Education and Outreach strategies identified on GRANTEE'S Workplan.
  - 2 Statewide WFTC & EITC GRANTEE's are required to assist interested individuals with completing and submitting the IRS Form W-7 *Application for Individual Taxpayer Identification Number*. ITIN eligibility awareness and application acceptance assistance are intended for all noncitizen Washington residents who do not have a Social Security Number but may be eligible to acquire an ITIN to comply with federal tax law and may be eligible to receive the tax credits (WFTC & EITC ) when they file their state tax return.
  - 3 Statewide GRANTEE's are expected to accept referrals for ITIN application assistance from regional GRANTEE's that lack the capacity to provide application assistance. ITIN application acceptance assistance may be achieved in two ways:
    - a. **Direct service:** Assist interested individuals with completing the IRS Form W-7 *Application for Individual Taxpayer Identification Number* at no cost; inform individuals that Form W-7 requires specific documentation substantiating foreign status and true identity for each individual applying; may allow training for agency staff to become certified IRS Acceptance Agents during the contract term (even if certification will occur outside of the contract term). A certified Acceptance Agent is required to assist an eligible individual with completing the IRS Form W-7.
    - b. **Resource Services:** Assist interested individuals with processing their IRS Form W-7 application at no cost through a partner organization that provides certified IRS Acceptance Agent. Acceptance Agents are entities (e.g., colleges, financial institutions, accounting firms, etc.) authorized by the IRS to assist applicants in obtaining ITINs.
      - i. *WFTC & EITC Grantee's* shall serve residents and provide services to reach the largest number of eligible Washingtonians within the community and/or service area. The
      - ii. *WFTC & EITC Grantee's* shall use funds to support new or ongoing efforts for free tax preparation assistance activities.
      - iii. *WFTC & EITC Grantee's* must provide support for volunteer training and technical assistance. Training activities should focus on large-scale efforts to organize, place, and certify volunteers to prepare taxes according to the Internal Revenue Service (IRS) standards.
      - iv. *WFTC & EITC Grantee's* are required to assist noncitizen Washington residents with completing and submitting the IRS Form W-7 *Application for Individual Taxpayer Identification Number* at no cost. Grantee's may achieve ITIN application acceptance assistance by offering direct services through agency staff trained as IRS certified Acceptance Agents and/or through the use of partners or subcontracts.

## 2.5 WFTC & EITC Income Guidelines

- A. 2022 WFTC income eligibility requirements established and administered by the Washington State Department of Revenue. EITC income eligibility requirements are established and administered by the Internal Revenue Service. Grantee's shall provide education and outreach for Washington's according to the income eligibility requirements for the 2022 tax filing season. COMMERCE will notify the Grantee if WFTC and/or EITC income eligibility requirements become available during the term of this grant.

## 2.6 Outreach and Messaging Activity Guidelines

- A. Messaging Activities
1. As many WFTC & EITC eligible individuals and families may have difficulty filing their tax returns

without assistance, Grantee must include information in their education and outreach efforts on where no-cost tax preparation assistance is available and how to locate local free tax preparation assistance, either in-person or online.

2. GRANTEE should also include information about the WFTC and EITC in its education and outreach efforts. COMMERCE encourages GRANTEE to utilize the Education and Outreach collateral materials provided by the Department of Revenue and Internal Revenue Service.
3. Critical outreach and eligibility information is available through the following participating agencies and websites, and should also be referenced as a resource:

Washington State Department of Revenue:

<https://dor.wa.gov/taxes-rates/tax-incentives/credits/working-families-tax-credit>

Internal Revenue Service:

<https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit-eitc>

#### B. Diverse Messaging

- 1 All messaging delivered as a part of this effort should be culturally sensitive and customized to the population in which the education and outreach materials are being distributed. If feasible, education and outreach should be conducted in the primary language of the community and/or populations served. Messaging must address, at a minimum, the following elements:

- a. Availability of State WFTC
- b. Availability of federal EITC
- c. Resources to locate free tax preparation assistance
- d. ITIN application acceptance assistance services
- e. Where to get more information

COMMERCE recommends messaging also be targeted towards the following communities and populations:

- f. Washingtonians eligible for the WFTC & EITC
- g. Eligible Washingtonians who have never claimed the EITC
- h. Washingtonians who are not required to file taxes due to low income
- i. Noncitizen Washington residents who have a current ITIN
- j. Noncitizen Washingtonians who may be eligible to acquire an ITIN

#### C. Advertising Materials

- 1 Any advertisements, created by GRANTEE utilizing this funding, must be submitted to COMMERCE and the Department of Revenue for approval before dissemination.

#### D. Free Tax Preparation Assistance Codes of Conduct

- 1 To establish the greatest degree of public trust, all free tax preparation assistance GRANTEES have a responsibility to provide quality customer service and uphold the highest ethical standards.
- 2 All GRANTEES and volunteers secured by the GRANTEE must adhere to the following standards of conduct:
  - a. Do not accept payment or solicit donations for federal or state tax return preparation.
  - b. Do not solicit business from tax filers assisted or use the knowledge gained (from their tax information) about tax filers for any direct or indirect personal benefit for the volunteer or any other specific individual.
  - c. Do not knowingly prepare false returns.
  - d. Do not engage in criminal, dishonest, or other conduct deemed to have a negative effect.
  - e. Treat all tax filers in a professional, courteous, and respectful manner.

#### C. Coordination

1. GRANTEE must participate in coordination calls with other WFTC & EITC GRANTEES as conducted by COMMERCE, to ensure funding is being spent and activities are conducted in a manner that best meets the needs of each Target Area. In the event COMMERCE awards more than one contract in a single Target Area, GRANTEE is required to coordinate activities on an ongoing basis with other funded GRANTEES awarded in the same Target Area to prevent duplication of services.
2. GRANTEE must participate in the State Interagency Team, Reducing Poverty Workgroup meetings, as conducted by COMMERCE, either in person or via webinar. The purpose of the meeting is to coordinate WFTC & EITC Education and Outreach activities occurring with statewide public and private entities.

D. Success Stories

- 1 GRANTEE shall collect success stories documenting how WFTC & EITC Education and Outreach activities, free tax preparation assistance, and ITIN application acceptance assistance (either ITIN education and outreach or acceptance services) are benefiting and impacting the lives of those receiving the tax credit(s). Success Stories should be collected from individuals and families receiving the credit(s) and documented in Grantee's WFTC & EITC Education and Outreach Quarterly Program Report.

**2.8 Grantee Reporting**

- A. GRANTEE shall complete and submit to COMMERCE a detailed quarterly WFTC & EITC Program Report on or before the twentieth (20<sup>th</sup>) calendar day following the end of each quarterly reporting period. If the twentieth calendar day of the month falls on Saturday, Sunday, or a holiday, the report will be due the following business day.
- B. GRANTEE shall complete and submit to COMMERCE monthly WFTC & EITC Education and Outreach expenditures through the Secure access Washington System (SAW) on or before the fifteenth (15<sup>th</sup>). If the fifteenth calendar day of the month falls on Saturday, Sunday, or a holiday, the invoice submittals will be due the following business day.
- C. Expenditures entered monthly into SAW must reconcile with budget details indicated in the Grantee Budget before the approval of expenditures by COMMERCE.
- D. Programmatic reporting are due according to the specified dates below.

Report Period	Period Begins	Period Ends	Report Due
Quarter 1	October 1, 2022	December 31, 2022	January 31, 2023
Quarter 2	January 1, 2023	March 31, 2023	April 30, 2023
Quarter 3	April 1, 2023	June 30, 2023	July 31, 2023