



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. WIDS-9-2020-RFP**

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

**PROJECT TITLE:** Housing Improvement and Preservation (HIP) Software

**PROPOSAL DUE:** Wednesday, November, 4<sup>th</sup> at 5:00 PM, Pacific Time, Olympia, WA

**ESTIMATED TIME PERIOD FOR CONTRACT:** January 1<sup>st</sup>, 2021 – December 31<sup>st</sup>, 2021

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
  - A. Certifications and Assurances
  - B. Diverse Business Inclusion Plan
  - C. Workers' Rights Certification
  - D. Service Contract with General Terms and Conditions

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## 1. INTRODUCTION

### 1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to replace our aging Weatherization Information Data System (WIDS).

The Department of Commerce's Housing Improvement and Preservation section (HIP) coordinates Housing Improvement Program services throughout Washington State. In this role, Commerce provides pass through dollars to grantees to carry out weatherization services, home rehabilitation loans, lead remediation, and weatherization plus health services across WA. These pass through dollars include: Department of Energy, Low Income Home Energy Assistance Program, Bonneville Power Administration, and State dollars for weatherization and home rehabilitation. Reporting requirements are specific to each fund source and program. Commerce is responsible for reporting local agencies' data to the state and federal funders. Additionally, in this role Commerce tracks and monitors the 27 grantees who receive dollars to ensure program compliance. In this document we refer to our sub grantees for purposes of a data structure as "sub grantees" and Commerce as the "grantee". A project as defined in this document is used to define a housing improvement job.

Commerce currently uses Weatherization Information Data Systems (WIDS) and multiple independent programmatic systems to track data from grantees who receive housing improvement funds. There are a total of 27 grantees who input data into WIDS to help Commerce report to the state and federal funders. A combination of data tracking systems are used to track program production, average cost per unit, total agency risk, and administered program grants and loans.

Commerce is seeking proposals from prospective vendors to provide a Commercial-off-the-shelf (COTS) solution to meet the requirements identified in this RFP. This includes but is not limited to:

- Allow grantee and sub grantees to track projects related to multiple housing improvement programs.
- Allow for workflow processes, including comments and review of projects, scopes of work management, technical assistance, and contract management
- Provide reports on selected fields and energy calculations
- Enforce appropriate security functions
- Provide standardization for all 27 sub grantees

COMMERCE intends to award one contract to provide the services described in this RFP.

### 1.2. OBJECTIVES AND SCOPE OF WORK

#### 1.2.1 Business Feature Requirements

**Vendor's proposed system should be in current production for a current government customer and should have all of the following capabilities. In your response, describe how your proposed solution will meet these required features and whether each feature is available out of the box, via configuration, or through customization.**

Software Business Features	
<b>General System Structure</b>	Commerce has 27 sub grantees who will be utilizing this system. For purposes of data structure, agencies receiving housing improvement dollars are referred to as "sub grantees" Commerce is referred to as "grantee". The system must:

	<ol style="list-style-type: none"> <li>1. Data fields can be read-only, editable, amendable and/or locked based on business rules or user security.</li> <li>2. Be able to edit, amend and/or lock data fields based on business rules or user security.</li> <li>3. Allow authorized grantee users to maintain various dropdown and grid values.</li> <li>4. Be able to produce user-friendly, ad hoc reports on all data in the system.</li> <li>5. Allow authorized grantee users to create, set up and maintain new sub grantees.</li> <li>6. Allow authorized grantee and sub grantee users to create, set up and maintain grantee and sub grantee employees.</li> <li>7. Allow authorized grantee and sub grantee users to create, set up and maintain contractors.</li> <li>8. Allow authorized grantee users to set up and maintain programs, project measures for a project, by project type.</li> <li>9. Allow authorized sub grantee users to set up and maintain project contact information associated with each project.</li> <li>10. Maintain persons for all organization types, to include: Secure Access Washington (SAW) user information, basic contact information, system security role(s), and organization.</li> <li>11. Allow searching by commonly used data fields, such as project number, sub grantee, address, building type, contact person, etc. In search screen(s) for projects, inspection, organization, etc. that navigates to the desired object when selected.</li> <li>12. Support multiple programs, each with different requirements, business rules and data fields. Current programs are Weatherization, Weatherization Plus Health and Home Rehabilitation Loan Program. The system must also support adding new programs as they arise.</li> </ol>
<b>Data Access and Security</b>	<p>The system security must limit access for sub grantee and contractors, while allowing the Grantee access to all areas of the system, based on security roles. The system must:</p> <ol style="list-style-type: none"> <li>1. Fully integrate with Secure Access Washington (SAW). This is required system entry for sub grantees and contractors. System access via SAW is optional for Grantees.</li> <li>2. Fully integrate with Microsoft Active Directory and/or Microsoft Work account for grantees to allow single sign on system access.</li> <li>3. Provide the ability for a specific security role to allow grantee users to edit user security roles, add and approve new users and manage SAW access requests, including the ability to approve, deny and inactivate access requests.</li> <li>4. Enforce user-based security to ensure sub-grantee or contractor users can only view and/or update records for their organization.</li> <li>5. Allow a security role for grantee to view and/or edit records for any sub grantee or contractor's entries and modifications, identifying the user and date any entry or modification was made.</li> <li>6. Auto inactivate or have a period of inactivity report for users who do not access the system for a specified amount of time.</li> <li>7. Automatically expire registrations that are not accessed within 90 days. The system must allow reissue of registration invitations after expiration.</li> <li>8. Keep a record of the log in activity for all users.</li> <li>9. Allow persons to be inactivated and system access revoked.</li> </ol>
<b>Client Eligibility and Demographics</b>	<p>The system must:</p> <ol style="list-style-type: none"> <li>1. Allow the entry/update of whether the client is eligible for each program (Weatherization, Weatherization Plus Health, Home Rehabilitation Loan) (yes/no), and date that program eligibility was verified. If not eligible, which program criteria caused the ineligibility (may be multiple).</li> </ol>

	<ol style="list-style-type: none"> <li>2. Once a client is identified as ineligible for the weatherization program in the intake process, then the system will prevent further process steps for that client for that program (e.g. energy audit) although services may be entered for Weatherization Plus Health and Home Rehabilitation Loan.</li> <li>3. Identify deferrals – allow the ability to collect minimal information for how many household were deferred and the reason for the deferral using standard deferral reasons. Have the ability to add, delete or update the reasons for deferrals that are available for selection. Current reasons: <ol style="list-style-type: none"> <li>a. The client has known health conditions that prohibit the installation of insulation and/or other weatherization materials.</li> <li>b. The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that they cannot be repaired reasonably.</li> <li>c. The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work is performed and repair is beyond the scope of reasonable cost justification.</li> <li>d. The house has been condemned or electrical, heating, plumbing, or other equipment has been “red tagged” by local or state building officials or utilities.</li> <li>e. Moisture problems are so severe that they cannot be resolved.</li> <li>f. Dangerous conditions exist due to high carbon monoxide levels due to combustion appliances and cannot be reasonably resolved.</li> <li>g. The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.</li> <li>h. The extent and condition of lead-based paint in the house would potentially create further health and safety hazards were to be disturbed.</li> <li>i. Discovery of Asbestos Containing Materials (ACM).</li> <li>j. In the judgment of the energy auditor, conditions exist which may endanger the health and safety of the work crew or contractor.</li> <li>k. Client refuses a major measure.</li> <li>l. Other (with field to enter comment)</li> </ol> </li> <li>4. System should be able to apply eligibility criteria per selected program(s). The system will track the data elements required for the eligibility criteria for each program. The system will allow the attachment of documents to support eligibility.</li> <li>5. Current eligibility criteria for HRLP: <ol style="list-style-type: none"> <li>a. Income <ol style="list-style-type: none"> <li>i. Income amount – capture a list of all people residing in the household and income for the household</li> <li>ii. FPL Percentage – Income level of federal poverty level of loan recipient(s) <ol style="list-style-type: none"> <li>1. &lt; 75%</li> <li>2. 76%-100%</li> <li>3. 101%-125%</li> <li>4. 126%-200%</li> </ol> </li> <li>iii. Number of People in Household</li> </ol> </li> <li>b. System must allow the sub grantee to verify and track the following eligibility criteria related to the home: <ol style="list-style-type: none"> <li>i. Home location –the home is in non-entitlement area of Washington State</li> <li>ii. Homeowner –the client owns the home</li> <li>iii. Must live in the home - the client lives in the home</li> </ol> </li> <li>c. Enter assessed Value of home</li> </ol> </li> </ol>
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	<ul style="list-style-type: none"> <li>d. The client must have sufficient equity in the home to secure the loan. The sub grantee will enter the existing loan amount(s), the estimate of the HRLP loan amount, and the property value. The system will calculate the loan to value ratio % as follows: (Current existing loan amounts + Estimate of HRLP loan)/Property Value. The result must be 80% or less to be eligible.</li> <li>e. If the property is located in Flood zone, then the loan to value ratio (as calculated in the previous requirement) must be 50% or less to be eligible.</li> <li>f. Commerce cannot be below 2<sup>nd</sup> trust. If 2<sup>nd</sup> trust already exists, not eligible</li> <li>g. Other</li> </ul> <p>6. Program criteria related to eligibility for Weatherization and Weatherization Plus Health:</p> <ul style="list-style-type: none"> <li>a. Income <ul style="list-style-type: none"> <li>i. Income amount – capture annual income for all people in the household in compliance with LIHEAP Income Eligibility Guidelines (LIHEAP Policy 1.3.1 Defining Types of Income, Exclusions and Deductions).</li> <li>ii. Have ability to identify eligibility criteria used by grantee for household as percentage of <ul style="list-style-type: none"> <li>1. Federal poverty level (FPL)</li> <li>2. State median income (SMI)</li> <li>3. Average median income (AMI)</li> <li>4. FPL Percentage range – Income level of federal poverty level of recipient(s) – can be up to 200% <ul style="list-style-type: none"> <li>a. &lt;75%</li> <li>b. 76%-100%</li> <li>c. 101%-125%</li> <li>d. 126%-150%</li> <li>e. 150%-200%</li> </ul> </li> <li>5. SMI percentage range – up to 60%</li> <li>6. If using Matchmaker funds only, can be up to 80% of AMI (applicable only to the City of Seattle and King County Housing Authority currently)</li> </ul> </li> <li>iii. Number of People in Household</li> </ul> </li> <li>b. System must allow the sub grantee to verify and track the following eligibility criteria related to the home <ul style="list-style-type: none"> <li>i. Must show proof of who owns the home.</li> <li>ii. Citizenship (For federally funded single family residences, Local Agencies shall verify citizen documentation for each eligible household member).</li> </ul> </li> <li>c. For multi-family buildings not less than 66% (50 percent for duplexes and four-plexes) of the resident households are currently eligible or will become eligible within 180 days.</li> <li>d. Identify if the multifamily building is a shelter, group home or similar facility with high rate of turnover among residents that documentation of individual resident eligibility is impractical.</li> </ul> <p>7. The system should have the ability for the Grantee to modify and retain a maintenance table that contains the Average Median Income (AMI), Federal Poverty Level (FPL), and State Median Income (SMI) data. These are amounts that are calculated outside the system, and must be updated in the system annually to be used in Income calculations as identified above. The tables will contain the number of people in the family, the county and the income amount.</p> <p>8. Track demographic data (from Household Information Form): (Required =*)</p> <ul style="list-style-type: none"> <li>a. *Client first name</li> <li>b. *Client last name</li> </ul>
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	<ul style="list-style-type: none"> <li>c. Client Middle Initial</li> <li>d. *Residence Address</li> <li>e. *Residence City</li> <li>f. *Residence State</li> <li>g. *Residence Zip</li> <li>h. Assessor's parcel number (required for HRLP)</li> <li>i. Mailing Address (if different)</li> <li>j. Mailing Address City</li> <li>k. Mailing Address State</li> <li>l. Mailing Address Zip</li> <li>m. Phone Number</li> <li>n. Message Phone Number</li> <li>o. Lived at Residence Years/Months</li> <li>p. *Housing Status: <ul style="list-style-type: none"> <li>i. Own/buy</li> <li>ii. Subsidized</li> <li>iii. Rental</li> <li>iv. Roomer/Boarder</li> <li>v. Temp Housing</li> </ul> </li> <li>q. Property owner (if Subsidized, rental, roomer/boarder, or temp housing, require this information) <ul style="list-style-type: none"> <li>i. Property Owner Name</li> <li>ii. Property Owner Phone</li> <li>iii. Property Owner Email</li> <li>iv. Property Owner Address</li> </ul> </li> <li>r. *Cost per Month</li> <li>s. *Housing type: <ul style="list-style-type: none"> <li>i. Site-built Single Family</li> <li>ii. Manufactured Housing</li> <li>iii. Manufactured 2-4 Units</li> <li>iv. Manufactured 5-20 Units</li> <li>v. Manufactured 20+ Units</li> </ul> </li> <li>t. Number of Bedrooms</li> <li>u. *Income/Benefits (allow multiple selections): <ul style="list-style-type: none"> <li>i. SSI</li> <li>ii. TANF</li> <li>iii. GA</li> <li>iv. VA</li> <li>v. Soc. Sec.</li> <li>vi. Military</li> <li>vii. Earned Income</li> <li>viii. Pension</li> <li>ix. Self Employed</li> <li>x. Child Support</li> <li>xi. Unemployment</li> <li>xii. Other</li> </ul> </li> <li>v. *Total Number of People in the Household</li> <li>w. *Household's Monthly Income</li> <li>x. *Electric Utility <ul style="list-style-type: none"> <li>i. Drop down list of electric utility providers</li> </ul> </li> <li>y. Gas Utility <ul style="list-style-type: none"> <li>i. Drop down list of gas utility providers</li> <li>ii. N/A</li> </ul> </li> <li>z. *Primary Heat Source: <ul style="list-style-type: none"> <li>i. Electric</li> <li>ii. Natural Gas</li> <li>iii. Propane</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>iv. Oil</li> <li>v. Wood</li> <li>vi. Coal</li> <li>vii. Kerosene</li> <li>viii. Other</li> <li>ix. No Heating System</li> <li>aa. *Secondary Heat Source <ul style="list-style-type: none"> <li>i. Electric</li> <li>ii. Natural Gas</li> <li>iii. Propane</li> <li>iv. Oil</li> <li>v. Wood</li> <li>vi. Coal</li> <li>vii. Kerosene</li> <li>viii. Other</li> <li>ix. No Heating System</li> </ul> </li> <li>bb. *Annual Heat Cost</li> <li>cc. *Total Energy Cost</li> <li>dd. *Total Annual Electric Costs</li> <li>ee. Household Member Information (Repeat for each person in household) <ul style="list-style-type: none"> <li>i. *Last Name</li> <li>ii. *First Name</li> <li>iii. Middle Initial</li> <li>iv. *Year of birth</li> <li>v. *Relation to Primary <ul style="list-style-type: none"> <li>1. Self</li> <li>2. Spouse</li> <li>3. Partner</li> <li>4. Child</li> <li>5. Other Relative</li> <li>6. Other Non-Relative</li> </ul> </li> <li>vi. *Gender <ul style="list-style-type: none"> <li>1. Male</li> <li>2. Female</li> </ul> </li> <li>vii. Ethnicity <ul style="list-style-type: none"> <li>1. Hispanic or Latino</li> <li>2. Not Hispanic or Latino</li> </ul> </li> <li>viii. Race <ul style="list-style-type: none"> <li>1. American Indian or Alaskan Native</li> <li>2. Asian</li> <li>3. Black or African American</li> <li>4. Native Hawaiian or Other Pacific Islander</li> <li>5. White</li> <li>6. Multi-Race</li> <li>7. Other</li> </ul> </li> <li>ix. Education (24 Years or Older) <ul style="list-style-type: none"> <li>1. 0-8</li> <li>2. 9-12 Non-Graduate</li> <li>3. High School Graduate/GED</li> <li>4. 12+ Some Post-Secondary</li> <li>5. 2 or 4 Year College Graduate</li> </ul> </li> <li>x. Included in Calculation <ul style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ul> </li> <li>xi. Disabled <ul style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ul> </li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>xii. Military Veteran <ul style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ul> </li> <li>xiii. Health Insurance <ul style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ul> </li> </ul> <p>9. The system will calculate the following based on demographic data entered for this client:</p> <ul style="list-style-type: none"> <li>a. High Energy User (A low-income household whose annual household energy expenditure exceeds the median level of residential expenditures for all low-income households in the state). <ul style="list-style-type: none"> <li>i. Yes</li> <li>ii. No</li> </ul> </li> <li>b. High Energy Burden (A low-income household whose annual residential energy burden [annual household energy expenditures divided by annual household income] exceeds the median level of energy burden for all low-income households in the state). <ul style="list-style-type: none"> <li>i. Yes</li> <li>ii. No</li> </ul> </li> <li>c. In order to perform these calculations, the following fields will need to be entered and saved annually: <ul style="list-style-type: none"> <li>i. Median level of residential energy expenditures for all low-income households in the state</li> <li>ii. Median level of energy burden for all low-income households in the state</li> </ul> </li> </ul> <p>10. Track the presence of client-specific conditions for Weatherization Plus Health:</p> <ul style="list-style-type: none"> <li>a. Potentially medically vulnerable</li> <li>b. Has Chronic Respiratory Condition, Self-Reported</li> <li>c. Has Chronic Respiratory Condition with Health Professional Diagnosis/Referral</li> <li>d. Has a Health Condition making them vulnerable to heat and cold</li> <li>e. Within home for 20+ hours per day</li> </ul> <p>11. Use address verification software to ensure that the addresses entered are consistent. This will aid in reporting and matching projects to other reporting (LIHEAP)</p> <p>12. Ability to associate projects, sites and buildings to other previously weatherized projects that received Weatherization services prior.</p> <p>13. Track Project Number - a unique identifier assigned at the agency level.</p> <p>14. Grantee-level auto generated unique identifier for each project. If there is a loan associated with it, the loan number will be connected to the unique identifier so we can search by either number.</p> <p>15. Document Historic Weatherization Properties:</p> <ul style="list-style-type: none"> <li>a. Have the sub grantee identify whether the property is &gt;=45 years old and whether it is historic. <ul style="list-style-type: none"> <li>i. Category Historic &gt;=45 years with 3 choices <ul style="list-style-type: none"> <li>1. Programmatic Agreement</li> <li>2. SHPO Not Historic Site</li> <li>3. SHPO Historic Site</li> </ul> </li> </ul> </li> <li>b. Be able to attach the submission to SHPO to the project and capture the date submitted to SHPO.</li> </ul> <p>16. The system must support multi-family projects and include:</p> <ul style="list-style-type: none"> <li>a. Number of buildings</li> <li>b. Number of units</li> <li>c. Validate that the number of units should be less than or equal to the number of people.</li> </ul>
<b>Local Agency</b>	Local Agencies are also referred to as sub grantees.

	<ol style="list-style-type: none"> <li>1. Allow to enter/update Local Agency. The agencies may be used by multiple HIP programs. <ol style="list-style-type: none"> <li>a. Full agency name</li> <li>b. Address</li> </ol> </li> <li>2. Some programs are not provided by all sub grantees. Identify whether a local agency is eligible or actively participating in the specific programs.</li> </ol>
<b>Project Milestones and Work Tracking</b>	<ol style="list-style-type: none"> <li>1. Allow to enter/update milestones related to each Program associated with the Project and capture completion dates for milestones. Also identify the order in which the milestones must be completed. These include: <ol style="list-style-type: none"> <li>a. Date of Program Eligibility Determined</li> <li>b. Energy audit date (Weatherization)</li> <li>c. Health Assessment date (Weatherization Plus Health)</li> <li>d. Work Begins – the date work begins on the home, either crews or contractors are assigned.</li> <li>e. Project Completion Date – Work Completed</li> <li>f. Project Inspected Date</li> <li>g. Project Closed Date – All dollars allocated</li> <li>h. Date of Loan Approval (Home Rehabilitation Loan Program)</li> <li>i. Date Promissory Note and Deed of Trust mailed to Commerce</li> <li>j. Date Home Rehabilitation Loan work is completed</li> </ol> </li> <li>2. Be able to track completion dates and notes for each milestone.</li> <li>3. Capture dates or verification of completion when client education is provided. (* = Required) <ol style="list-style-type: none"> <li>a. *Informed Consent prior to weatherization</li> <li>b. *Scope of work, verbal and written agreement</li> <li>c. *Client education guide and pamphlets</li> <li>d. *After completion – what measures were installed and how to maintain</li> <li>e. Plus Health – Community Health Worker discussion about behavioral issues</li> <li>f. Plus Health – follow up after the project is done</li> </ol> </li> <li>4. Determine (Display/Report/Searchable) Project status based on completion of specified milestones.</li> <li>5. Restrict ability to modify certain data within the project upon finalization.</li> <li>6. Track the User and create/update dates of Milestones.</li> </ol>
<b>Scope of Work (List of Measures)</b>	<ol style="list-style-type: none"> <li>1. Allow authorized users to add the program(s) and associated planned and actual measures used for the project.</li> <li>2. Add and maintain the grantee, sub grantee and contractor contacts for the project and/or program.</li> <li>3. Add and maintain contractors and their employees to the project.</li> <li>4. Require a minimum set of data elements before allowing a project to be saved.</li> <li>5. Depending on the measure, track predefined aspects of a measure such as cost, amount by a defined unit of measure, fund source, etc.</li> <li>6. Ability to calculate energy calculations to determine energy savings in comparison to measures installed.</li> <li>7. Select method used to identify list of measures – Deemed measures priority list or TREAT.</li> <li>8. Identify whether Plus Health measures are Standalone or Comprehensive. Require entry of a reason why it is stand alone. Standalone means the home did not have any energy efficiency needs, but could benefit by Plus Health measures.</li> <li>9. All questions from the Health Assessment (The Pollution Source Survey, Client Health Interview and Mold and Moisture Assessment) must be integrated into the audit form. These are used to identify which measures need to be done for Weatherization Plus Health. Track data from the audit form (some or all) in the system.</li> <li>10. The Grantee should be able to customize the list of measures and associate measures with specific program(s).</li> </ol>

	<ol style="list-style-type: none"> <li>11. Include a library of additional measures.</li> <li>12. Provide the ability to select weatherization measures to be done for the specific client.</li> <li>13. For multifamily buildings, need to be able to identify which units are in which programs since the project may utilize multiple programs.</li> <li>14. In the list of measures, identify fund source for each measure. <ol style="list-style-type: none"> <li>a. Include a validation if the measure is not allowed for that funding source.</li> <li>b. Identify which fund source(s) were used for each measure</li> <li>c. Include a validation that can only use BPA funds if the utility for the building is a BPA utility.</li> <li>d. Plus Health measures need to be associated with Plus Health funding.</li> <li>e. Include a validation that no DOE funds shall be used on Deemed Measures (DM) Weatherization Projects.</li> </ol> </li> <li>15. Track the costs of a project including program, owner contributions, funding sources, match dollars and utility leveraged funds.</li> <li>16. Allow agencies to enter cost per measure (price list) based on bid sheets and annual procurement negotiations.</li> <li>17. The system will generate a scope of work document based on the measures selected. A digital copy will be stored in the system associated with the project. Capture the date the client approved.</li> <li>18. The client will approve the scope of work with a digital signature or allow the agency to identify if a digital signature wasn't attainable.</li> <li>19. Include a note section regarding measures and why not doing one if it is a standardized measure.</li> <li>20. Identify measures that could have been done, but are not being done for some reason. Track reasons why a measure was not done (for example, measure costs exceed threshold).</li> <li>21. Create a validation where the client refuses a measure. Document that the client refused if a standard measure. Add validation that certain measures cannot be refused (major measures). These major measures are: <ol style="list-style-type: none"> <li>a. Attic insulation (Single Family, Mobile Home, Multifamily Low-Rise, Multifamily Mid/High-Rise)</li> <li>b. Wall insulation (Single Family, Multifamily Low-Rise, Multifamily Mid/High-Rise)</li> <li>c. Floor insulation (Single Family, Mobile Home, Multifamily Low-Rise)</li> <li>d. Priority air sealing</li> <li>e. Blower door assisted air sealing</li> </ol> </li> <li>22. Weatherization Specification – for each measure identify the related SWS federal standard that applies.</li> <li>23. Allow authorized users to add/update multiple projects in a download from the system to other systems for their use.</li> </ol>
<b>HRLP Loan/Project Specifics</b>	<ol style="list-style-type: none"> <li>1. For Home Rehabilitation Loan Program(HRLP) allow the user to enter/update the category(s) of work to be done: <ol style="list-style-type: none"> <li>a. Plumbing</li> <li>b. Roofing</li> <li>c. Electrical</li> <li>d. Structural</li> <li>e. Accessibility</li> <li>f. Other</li> <li>g. Include a text box with each for data entry.</li> </ol> </li> <li>2. Allow to enter/update amounts (HRLP): <ol style="list-style-type: none"> <li>a. Beginning Loan Amount (Total HRLP dollars loaned to recipient – should equal hard cost plus 7% client admin fee)</li> <li>b. Total Hard Cost – labor and materials</li> <li>c. Total Client Admin Cost - What was charged to Client Admin – e.g. title insurance, agency costs/overhead, etc.</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>d. Eligible loan amount</li> <li>e. Final Loan Amount</li> </ul> <ol style="list-style-type: none"> <li>3. Allow to track funding source grid for repairs. <ul style="list-style-type: none"> <li>a. Allow the ability to add new fund sources.</li> <li>b. Include owner contributions</li> <li>c. Allow to track grant and loan components</li> </ul> </li> <li>4. For HRLP only: Identify that title insurance, flood insurance and home owners insurance are in place identifying Commerce as lienholder. Include date of expiration for home owners and flood (if applicable) insurance.</li> <li>5. For HRLP only: Identify Title Company used to record deed of trust. Also include contact information for Title Company.</li> <li>6. For HRLP only: Identify the documents required for each loan and track when each document is received/uploaded. <ul style="list-style-type: none"> <li>a. 2 phases – documents for loan approval and documents for when the project is complete.</li> </ul> </li> <li>7. For HRLP only: Upload required documents and capture when they were uploaded.</li> </ol>
<b>Contractor Tracking</b>	<ol style="list-style-type: none"> <li>1. Sub grantees must be able to create new contractors and track which contractors conduct work on each project for each program. Contractors can work with multiple sub grantees and for multiple agencies and on multiple projects.</li> <li>2. Ability to add and maintain contractor employees and associated contact information.</li> </ol>
<b>Energy Modeling</b>	<ol style="list-style-type: none"> <li>1. Must have a built in energy modeling module or ability to integrate with external energy modeling software that supports HPXML that can perform comprehensive energy analysis on single family (manufactured homes, and site built), multi-family 2-4, and multifamily 5+ that can model the building as is and evaluate planned improvements.</li> <li>2. The energy modeling software or integration with external software must be able to evaluate all building types and characteristics, standard weatherization measures and can be customized. The software should support the ability to add, edit and delete building type, characteristics and measures by program.</li> <li>3. The energy modeling software must be able to show cost effectiveness of proposed measures based on savings investment ratios.</li> <li>4. Ability to modify energy modeling software or update fields for external software based on federal program requirements on an annual basis. This includes: <ul style="list-style-type: none"> <li>a. Weatherization measures</li> <li>b. Fuel cost</li> <li>c. Weather data</li> </ul> </li> <li>5. If Energy modeling software is built within the system selected entity will work with Commerce to obtain DOE approval.</li> <li>6. Software must allow sub grantees to select measures installed without needing to run an energy model for the project (Referred to as Deemed Measures).</li> </ol>
<b>Monitoring and Inspections</b>	<ol style="list-style-type: none"> <li>1. Associate monitoring activity and inspections to the project in both connected and mobile mode.</li> <li>2. Enable the Quality Control Inspection (QCI) form to be generated from the system. Project specific data entered at project setup: <ul style="list-style-type: none"> <li>a. Project number</li> <li>b. Client name</li> <li>c. Address</li> <li>d. Zip Code</li> <li>e. Status: Owner or Renter</li> <li>f. Year built</li> <li>g. Housing Type: Site Built, Mobile Home (MH), MH + Addition, Multifamily (MF) 2-4, MF 5+</li> <li>h. Heating System Primary &amp; Secondary – Natural Gas, Propane, electric, Oil, Solid Fuel, Other</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>i. List of Contractors</li> <li>j. Auditor Name &amp; Initial Date (Date of Audit)</li> <li>k. Weatherization Application Date</li> <li>l. Funding sources used</li> <li>m. Recertification Application Date (as needed) (weatherization client applied but work did not start before the 1 year date. This is the date of income recertification).</li> <li>n. Allow entry of the following: <ul style="list-style-type: none"> <li>i. Inspector Name &amp; Initial Date</li> <li>ii. Inspections: <ul style="list-style-type: none"> <li>1. Unit Pass QCI (Yes/No)</li> <li>2. QCI Name</li> <li>3. QCI Number &amp; Expiration Date</li> <li>4. Signature (digital) and date signed</li> <li>5. Corrections Needed (comment section)</li> </ul> </li> <li>iii. If the project does not pass the inspection, then once completed an additional inspection is required – therefore additional inspection sections.</li> </ul> </li> </ul> <p>3. The system will identify projects that fit selected criteria in order to perform monitoring.</p> <ul style="list-style-type: none"> <li>a. Select Agency number</li> <li>b. Select projects where the final inspection was completed in the timeframe selected</li> <li>c. Display the funding sources, and costs for the projects that fit the criteria (important to be able to select projects with DOE funding)</li> <li>d. Allow the Monitor to select projects to assemble the portfolio of projects to be reviewed.</li> <li>e. Allow the Monitor to enter notes about sub grantees and individual projects.</li> </ul> <p>4. Allow Monitor to communicate with sub grantee selected or provide a report to be emailed to sub grantee identifying the projects to be reviewed and the timing of the visit.</p> <p>5. Allow upload of documents related to sub grantee and specific projects. Ensure the attachments are secure, and that the file capacity is sufficient.</p> <p>6. Allow authorized users to attach supporting documentation to an inspection in various common file formats such as Word, PDF, PNG, JPEG, TPGX or Excel Formats. System must not allow executable file formats such as but not limited to EXE or macro-enabled Excel files.</p> <p>7. Allow monitors to develop a monitoring trip schedule from the project selected.</p> <p>8. Allow monitors to review project scope of work, diagnostic testing data and pictures.</p> <p>9. Incorporate the sub grantee annual work plan as an electronic form. Includes targeted projects by quarter that will be used during reporting.</p> <p>10. Incorporate Annual Monitoring Questionnaire as electronic form.</p> <p>11. Allow the attachment of policy documents at an agency level. These include:</p> <ul style="list-style-type: none"> <li>a. Procurement policy</li> <li>b. Training needs</li> <li>c. Dispute resolution form</li> <li>d. Inventory plan</li> <li>e. Agency Owner/Agency Agreement</li> <li>f. Agency Outreach plan</li> <li>g. Cost Allocation Plan</li> <li>h. Include a field for the date last updated. (In WIDS each policy was associated with a year and had to be reattached each year). Include a date for each policy stating when it was last verified that it is current.</li> </ul> <p>12. Incorporate Pre Monitoring checklist as an electronic form. This includes the fiscal checklist.</p>
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	<ol style="list-style-type: none"> <li>13. Incorporate the Monitoring Report checklist as an electronic form. This includes the following sections: <ol style="list-style-type: none"> <li>a. Program review</li> <li>b. Technical review</li> <li>c. Financial management review</li> <li>d. Incorporate all reviews as electronic, enabling each reviewer to view, comment, and approve or request changes.</li> </ol> </li> <li>14. Incorporate the Inspection Report as part of the overall Monitoring Report. There would be an Inspection report for each project reviewed. Use the Agency's QCI checklist as an electronic form to document the monitor's findings also. Have one QCI that the agency uses, and is used for monitoring. Inspector checks the audit form also to ensure that the correct measures were completed. Document that it was reviewed what was done and agree.</li> <li>15. As part of the QCI process track corrections, and subsequent re-review.</li> <li>16. Incorporate the ability to identify the specification related to corrective action identified.</li> <li>17. Incorporate workflow and tracking for required approvals of completed Monitoring Reports.</li> <li>18. Capture responses from Agency, and any continuing communication regarding completed monitoring report.</li> <li>19. Include a monitoring function for HRLP – monitors verifying that the work was done to standards, verify file is complete (income verification, contracts for contractors).</li> </ol>
<b>Ongoing HRLP Loan Monitoring</b>	<ol style="list-style-type: none"> <li>1. Track when HRLP loans have been paid off.</li> <li>2. Report to identify who needs notification based on homeowner insurance renewal date. Track receipt of new copies of insurance.</li> </ol>
<b>Reporting Functions</b>	<p>The reporting functions must allow for formatted (canned) and raw data extracts in a variety of export formats to include excel, pdf, csv depending on the report. The system must capture the data necessary for the formal reporting needs.</p> <ol style="list-style-type: none"> <li>1. LIHEAP Reporting Requirements: <ol style="list-style-type: none"> <li>a. Total Units Weatherized</li> <li>b. Number of Assisted Households</li> <li>c. Poverty Levels: <ol style="list-style-type: none"> <li>i. Under 75%</li> <li>ii. 75-100%</li> <li>iii. 101-125%</li> <li>iv. 126-150%</li> <li>v. Over 150%</li> </ol> </li> <li>d. Number of vulnerable households/units <ol style="list-style-type: none"> <li>i. 60 years or older</li> <li>ii. Disabled</li> <li>iii. Age 5 years or younger</li> </ol> </li> <li>e. Average Household Benefit</li> <li>f. Maximum Annual Dollar Income for 4-Person Household</li> </ol> </li> <li>2. BPA Reporting (based on BPA Measure Extract from WIDS). This report is done quarterly. Track the following data by Project. <ol style="list-style-type: none"> <li>a. Non-tribal Weatherization: <ol style="list-style-type: none"> <li>i. Single Family</li> <li>ii. Multi-Family</li> <li>iii. Manufactured</li> </ol> </li> <li>b. Tribal Weatherization: <ol style="list-style-type: none"> <li>i. Single Family</li> <li>ii. Multi-Family</li> <li>iii. Manufactured</li> </ol> </li> <li>c. CFLs: <ol style="list-style-type: none"> <li>i. Non-Tribal CFL Units</li> </ol> </li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>ii. Tribal CFL Units</li> <li>iii. Total CFLs</li> <li>d. LEDs: <ul style="list-style-type: none"> <li>i. Non-Tribal LED Units</li> <li>ii. Tribal LED Units</li> <li>iii. Total LEDs</li> </ul> </li> <li>e. Number of Refrigerator Replacements <ul style="list-style-type: none"> <li>i. Non-Tribal Refrigerator Replacements</li> <li>ii. Tribal Refrigerator Replacements</li> </ul> </li> <li>f. Number of Clothes Washer Replacements <ul style="list-style-type: none"> <li>i. Non-Tribal Clothes Washer Replacements</li> <li>ii. Tribal Clothes washer Replacements</li> </ul> </li> <li>g. Non-Tribal Ductless Heat Pumps <ul style="list-style-type: none"> <li>i. Single Family</li> <li>ii. Multi-Family</li> <li>iii. Manufactured</li> </ul> </li> <li>h. Tribal Ductless Heat Pumps <ul style="list-style-type: none"> <li>i. Single Family</li> <li>ii. Multi-Family</li> <li>iii. Manufactured</li> </ul> </li> <li>i. HPWH Units (water heater replacement) <ul style="list-style-type: none"> <li>i. Non-Tribal HPWH Units</li> <li>ii. Tribal HPWH Units</li> </ul> </li> <li>j. Comments</li> <li>k. Final Inspection Date</li> <li>l. Closed Date</li> </ul>
	<ul style="list-style-type: none"> <li>3. DOE Quarterly reporting <ul style="list-style-type: none"> <li>a. Units by Type <ul style="list-style-type: none"> <li>i. Owner-Occupied Single Family</li> <li>ii. Renter-Occupied Single Family</li> <li>iii. Owner-Occupied 2-4 units per building</li> <li>iv. Renter-Occupied 2-4 units per building</li> <li>v. Multifamily, 5 or more units per building</li> <li>vi. Owner-Occupied Mobile Home</li> <li>vii. Renter-Occupied Mobile Home</li> <li>viii. Shelter</li> </ul> </li> <li>b. Units by Primary Heating Fuel <ul style="list-style-type: none"> <li>i. Natural Gas</li> <li>ii. Fuel Oil</li> <li>iii. Electricity</li> <li>iv. Propane/LPG</li> <li>v. Kerosene</li> <li>vi. Wood</li> <li>vii. Other Fuel</li> <li>viii. No Heating System</li> </ul> </li> <li>c. Units by Occupancy <ul style="list-style-type: none"> <li>i. Elderly-Occupied</li> <li>ii. Disabled-Occupied</li> <li>iii. Native American-Occupied</li> <li>iv. Children-Occupied</li> <li>v. High Residential Energy User</li> <li>vi. Household with High Energy Burden</li> </ul> </li> <li>d. Reweatherized Total</li> <li>e. Total People Assisted with Grant Funds <ul style="list-style-type: none"> <li>i. Elderly (60+)</li> <li>ii. Persons with Disabilities</li> <li>iii. Native American</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>iv. Children (<math>\leq 19</math>)</li> <li>f. Leveraged Units (units completed with other funds)</li> </ul> <p>4. DOE Annual Historic Preservation Report</p> <ul style="list-style-type: none"> <li>a. Total number of activities being funded in whole or in part with DOE funds</li> <li>b. Number of activities that were exempt from further historic preservation review under the PA due to property age</li> <li>c. Number of activities exempt from further historic preservation review per the PA list of exempt activities</li> <li>d. Number of activities exempt from further historic preservation review under the PA due to a prior review under a Section 106 agreement for Community Development Block Grants (CDBG)</li> <li>e. For any activities that you did not identify as exempt from further review, identify the number of Section 106 reviews completed under the PA.</li> </ul> <p>5. DOE – Monitoring, Training and Technical Assistance and Leveraging Report</p> <ul style="list-style-type: none"> <li>a. Monitoring Activities section of the report – include the following data: <ul style="list-style-type: none"> <li>i. Grantee/Agency</li> <li>ii. Dates Visited</li> <li>iii. Number of DOE units from 7/1/XX to 6/30/XX</li> <li>iv. Number of Full Monitoring</li> <li>v. Number of Inspection Only</li> <li>vi. Number of Findings/Discrepancies/Corrections and what they were</li> </ul> </li> </ul> <p>6. The reporting functions must allow for formatted (canned) and raw data extracts in a variety of export formats to include excel, pdf, csv depending on the report.</p> <p>7. Create reports based on energy modeling software that can demonstrate cost effectiveness of proposed measures based on savings investment ratios.</p> <p>8. Create aging reports showing progression of project milestones.</p> <p>9. Allow for ad-hoc reporting for all fields.</p> <p>10. Ability to track funding source(s), demographics, project measures, contractor, measure and funding amount and funding used for each project.</p> <p>11. Present comparison of planned vs. actual measure installations by project. E.g. Change Orders.</p> <p>12. Ability to pull raw data extracts from system and create custom queries.</p> <p>13. Allow sub grantee to track estimated project production for all programs and pull reports on projected targets vs. actuals.</p> <p>14. Customized summary reports to meet federal reporting needs.</p>
<b>Audit Trail</b>	<ul style="list-style-type: none"> <li>1. Keep a log of actions on the organizations' modifications to each project.</li> <li>2. Ability for the monitoring team to send email transmissions to organizations which also will log transmission event.</li> <li>3. Ability to lock projects once they are deemed complete and functionality to only unlock by a system administrator i.e. Commerce user.</li> </ul>
<b>Data Migration</b>	<ul style="list-style-type: none"> <li>1. Develop a migration strategy to ensure legacy data can be properly: analyzed, profiled, extracted, transformed, cleansed, and loaded into the new system.</li> <li>2. Provide a gap analysis to inventory data assets and new associated fields to provide schema matching/mapping.</li> </ul>
<b>Testing and Training</b>	<ul style="list-style-type: none"> <li>1. Provide a test environment for data migration, system testing and user acceptance testing to ensure quality and data resiliency.</li> <li>2. Provide test plans, scenarios and expected results</li> <li>3. Provide training and documentation</li> </ul>
<b>Accessibility</b>	<ul style="list-style-type: none"> <li>1. System must meet or exceed the Web Accessibility Policy set forth by the WA ST Office of the Chief Information Officer (OCIO). These standards are consistent with the digital access sections of Web Content Accessibility Guidelines (WCAG) 2.0 and Section 508.</li> </ul>
<b>Public Disclosure</b>	<ul style="list-style-type: none"> <li>1. All data input into the system is the property of the grantee.</li> <li>2. All data must be searchable and extractable for public disclosure requests.</li> </ul>



### **1.2.2 Technical Considerations**

Please provide answers to the following in your response (as a part of the **TECHNICAL PROPOSAL SUBMITTAL – SECTION 3.2 in this RFP**):

1. How do you manage enhancements to your base system to ensure that custom coding for client requirements remains functional and the client is able to accept the enhancement with minimal change required?
2. Define how you will handle change requests and the change control process.
3. How often are regular releases scheduled and made to the code base? What about security-related releases?
4. Is your solution a Software as a Service solution (SaaS)?
5. Is your solution web-based or web-enabled?
6. Is your solution responsive in design? Adaptable to various devices including mobile devices?
7. Describe the data migration approach from the legacy system.
8. Does the system allow for single sign-on for internal COM users?
9. Describe the technologies/platforms used to build your solution.
10. Can screen design be performed by a business user?
11. Can your product be configured with minimal technical expertise for changing business rules?
12. Is your product scalable to meet new business programs?
13. Describe the recommended technical architecture of your solution, including recommended hardware platform, operating systems, communications, and external interfaces.
14. Which database management systems can your solution be hosted on? Which are preferred?
15. Does your product use/require SQL Server authentication, Windows authentication or both?
16. Is database access done via stored procedures, direct SQL commands (e.g., dynamic sql), through ADO, OLEDB and/or ODBC API's (e.g., using sp\_preexec & sp\_execute), or combination of the above?
17. What kind(s) of database-level customization does your product allow?
18. How do you prefer or allow your customers to address database performance problems?
19. Define expectations for turnaround time for Commerce staff when reviewing documents or submissions.
20. Define the level of input and roles and responsibilities for Commerce staff.
21. Define where the vendor staff will be located and expectations from Commerce to support this staff from a technical perspective.
22. Define the measures that you have in place to protect Commerce's data and prevent its unauthorized usage.
23. We would like to have a phased approach to implementation. As part of the Technical Proposal, in the Project Schedule section, please identify the schedule to implement Weatherization (both single family and multi-family) on or before July 1, 2021; Weatherization Plus Health on or before October 1, 2021, and Rehabilitation Loan Program on or before December 1, 2021.
24. The total number of customers using your product, and the type of business they support. A listing of government agencies for which your company has successfully implemented a business solution. For each, please include an agency name, contact name, phone number, and email address.

### **1.3 MINIMUM QUALIFICATIONS**

Minimum qualifications include:

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

- Has an existing system that provides functionality to support low-income weatherization out of the box for 70% of Commerce's business requirements as defined in section 1.2, and can provide the other 30% with configuration and/or customization, if needed.
- Proposed system must be in production for a current government customer.

## 1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$700,000 for this project. Proposals in excess of this amount will be considered non-responsive and will not be evaluated.

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

## 1.5 PERIOD OF PERFORMANCE

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

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

## 1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

## 1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

**Apparent Successful Contractor:** The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

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

**Contractor:** Individual or company whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

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

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

**Proposer:** Individual or company that submits a proposal in order to attain a contract with COMMERCE.

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

## 1.8 ADA

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

# 2. GENERAL INFORMATION FOR CONSULTANTS

## 2.1. RFP COORDINATOR

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

Name	<b>Michael Van Deusen</b>
E-Mail Address	<b>michael.vandeusen@commerce.wa.gov</b>

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

## 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	Monday, October 19th
Questions due	Friday, October 23rd
Answers to questions posted no later than	Tuesday, October 27th
Complaints	Thursday, October 29th
Proposals due	Wednesday, November 4 <sup>th</sup> , 5:00PM PST
Evaluate proposals	Friday-Thursday, November 6 <sup>th</sup> - 12 <sup>th</sup>
Conduct Product Demonstrations with finalists	Monday - Thursday, November 16 <sup>th</sup> - 19 <sup>th</sup>
Announce "Apparent Successful Contractor" and send notification via e-mail to unsuccessful proposers	Tuesday, December 1 <sup>st</sup> , 2020
Hold debriefing conferences (if requested)	Monday, December 7 <sup>th</sup> , 2020
Negotiate contract	Monday, December 14 <sup>th</sup> , 2020
Begin contract work	January 4 <sup>th</sup> , 2021 (estimated)

COMMERCE reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

### ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than 5pm, Pacific Time, in Olympia, Washington, on **Wednesday, November 4<sup>th</sup>, 2020**.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. COMMERCE does not assume responsibility for problems with Consultant's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE e-mail is found to be at fault at COMMERCE'S sole determination. Requests for deadline extensions will not be granted. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

## **2.4 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

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

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

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

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

## **2.5 REVISIONS TO THE RFP**

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

If you downloaded this RFP from the Agency website located at [www.commerce.wa.gov](http://www.commerce.wa.gov), you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

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

## **2.6 DIVERSE BUSINESS INCLUSION PLAN**

Responders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington

Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

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

## **2.7 ACCEPTANCE PERIOD**

Proposals must provide 90 days for acceptance by COMMERCE from the due date for receipt of proposals.

## **2.8 COMPLAINT PROCESS**

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

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

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

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

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

## **2.9 RESPONSIVENESS**

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

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

## **2.10 MOST FAVORABLE TERMS**

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

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

## **2.11 CONTRACT GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract, of which a sample template is attached as Exhibit D. The template may be changed at Commerce's discretion. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

## **2.12 COSTS TO PROPOSE**

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

## **2.13 NO OBLIGATION TO CONTRACT**

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

## **2.14 REJECTION OF PROPOSALS**

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

## **2.15 COMMITMENT OF FUNDS**

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.16 ELECTRONIC PAYMENT**

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

## **2.17 INSURANCE COVERAGE**

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

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

## **2.18 WARRANTY AND MAINTENANCE:**

Bidder should describe the warranty terms and conditions on the delivered product/solution. Detailed annual maintenance costs should be detailed as part of the response.

### 3. PROPOSAL CONTENTS

#### ELECTRONIC PROPOSALS:

All required submittals must be submitted as instructed. Documents requiring signature must be signed by an authorized bidder representative. The bidder is responsible for document preparation (forms are not provided). Proposals that do not include all required submittals are considered non-responsive and will be rejected. The bidder will be notified of the reasons for such rejection. These required submittals correspond to qualification/evaluation criteria, as described in the following sections. Bidders must submit the six (6) separate electronic documents (pdf files) as email attachments:

1. **Letter of Submittal**, including signed Certifications and Assurances (**Exhibit A to this RFP**) – **not scored**
  - a. Naming convention: BidderName\_LetterofSubmittal.pdf
2. **Technical Proposal (SCORED)**
  - a. Naming convention: BidderName\_technicalproposal.pdf
3. **Management Proposal (SCORED)**
  - a. Naming convention: BidderName\_managementproposal.pdf
4. **Cost Proposal (SCORED)**
  - a. Naming convention: BidderName\_costproposal.pdf
5. **Diverse Business Inclusion Plan (Exhibit B to this RFP) – not scored**
  - a. Naming convention: BidderName\_diversebusinessinclusionplan.pdf
6. **Workers' Rights Certification (Exhibit C to this RFP) – not scored**
  - a. Naming convention: BidderName\_workersrightscertification.pdf

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

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

#### 3.1. LETTER OF SUBMITTAL (MANDATORY- not scored) Page limit: 2 pages

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/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, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Consultant (sole proprietorship, partnership, corporation, 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 Consultant does not have a UBI number, the Consultant must state that it

will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

- E. Location of the facility from which the Consultant would operate.
- F. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

**3.2. TECHNICAL PROPOSAL (SCORED) – Page limit: 10 pages total – (3 pages for elements A-E, 5 pages for F, and 2 pages maximum for technical considerations (refer to section 1.2.2 in this RFP))**

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

- A. **Project Approach/Methodology:** Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the 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 RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COMMERCE staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- 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 Consultants 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 Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.
- F. **Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work. In your response, describe how your proposed solution will meet these required features (refer to 1.2.1) and whether each feature is available out of the box, via configuration, or through customization.
- G. **Section 1.2.2 Technical Considerations:** Answer questions asked in section 1.2.2 in this RFP.

**3.3. MANAGEMENT PROPOSAL (SCORED) – Page limit: 3 pages excluding resumes, 2 pages per person per resume**

**A. Project Management**

- 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 subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work. Include estimated total hours of work for each individual member of the project team.

2. **Staff Qualifications and Experience:** Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of COMMERCE. Resumes for each staff must not exceed 2 pages in length.

## **B. Experience of the Consultant**

1. Indicate the experience the Consultant and any subcontractors have in the following areas. Each of the minimum qualifications listed below (a through d) must be fulfilled by at least one individual listed on the proposed project team. The experience cannot be cumulative across individuals – there must be one or more persons with 5 or more years of experience with low-income home weatherization programs, for example. There can be people that fulfill more than one of these requirements (for example someone with both state government agency system experience and IT Project Management.) Failure to indicate fulfillment of these minimum qualifications will result in rejection for non-responsiveness:
  - a. Low-income home weatherization programs – minimum of two years of experience.
  - b. State government agency system implementation and support – minimum of five years of experience.
  - c. IT Project Management – Minimum of five years of experience as project manager for similar IT solutions.
  - d. Building Science/Energy Efficiency Programs – minimum of two years of experience
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

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

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the

Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

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

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Consultant 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 a proposal in response to this Work Request, the vendor and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE'S discretion, contact references. COMMERCE may evaluate references at COMMERCE'S discretion.

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

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

### **3.4. COST PROPOSAL (SCORED) – Page limit: 2 pages**

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

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

#### **A. Identification of Costs**

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

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

Identify all ongoing costs that will be needed to continue after the implementation is complete.

### **3.5 Diverse Business Inclusion Plan (Exhibit B to this RFP) – not scored**

### **3.6 Workers' Rights Certification (Exhibit C to this RFP) – not scored**

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

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

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

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

### 4.2. EVALUATION BREAKDOWN

Initial Determination of Responsiveness:

Proposals will be reviewed initially to determine, on a pass/fail basis, whether they meet all administrative requirements specified herein. Proposals that receive a failing score will be disqualified.

Purchaser reserves the right to determine at its sole discretion whether a bidder's response to a mandatory requirement is sufficient to pass. However, if all responding bidders fail to meet any single mandatory item, Purchaser reserves the right to either: (1) cancel the procurement, or (2) revise or delete the mandatory item.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. An evaluation team, designated by COMMERCE, will score submitted proposals meeting the requirements set forth in the RFP.

The Coordinator may contact the Consultant for clarification on any portion of the Consultant's proposal. In addition to presiding over the evaluation team, the Coordinator may review the submittals, provide input, assemble evaluation aids, or perform other functions helpful to the evaluation team. Evaluators may engage in a free flow of discussion among themselves and the Coordinator prior to, during, and after the evaluation.

Evaluators will award a proposal up to 500 points (total) for all required submittals. Evaluators will review each responsive proposal and award either all or a portion of points available. All submittals should be error-free and complete, according to the requirements outlined in the RFP. The required submittals are to communicate the Consultant's experience and strategic approach to achieving the RFP's scope within the allotted time and budget.

Note that Evaluators will score the Budget Worksheet on factors such as completeness or quality but actual price of services will be evaluated separately as part of the Cost Evaluation defined in the following section. Evaluators will award points to proposals according to their best professional judgment and consistent with the table below:

#### 4.2.1 SUBMITTAL SCORING

##### **Technical Proposal – POINTS AVAILABLE 300**

Project Approach/Methodology  
Work Plan  
Project Schedule  
Outcome and Performance Measurement  
Risks

Deliverables  
Requirements – refer to section 1.2.1.  
Technical consideration answers – refer to section 1.2.2

**Management Proposal - POINTS AVAILABLE 100**

Project Team Structure  
Internal Controls  
Staff Qualifications and Experience

**Cost Proposal- Points Possible 100**

Project Deliverables and estimated costs  
Project Team and hourly rates  
Project expenses

**4.2.2 Product Demonstrations/Oral Evaluation will be required:** After evaluating the written proposals COMMERCE will schedule oral presentations of the finalists. COMMERCE will contact the top-scoring firm(s) from the written evaluation to schedule a date, time, and method. Evaluation/demonstration will not exceed 4 hours, up to 3 hours for product demonstration and one hour for an oral evaluation. A demonstration of the proposed solution is required. COMMERCE is looking for detailed, interactive, product demonstrations of available functionality. By “product demonstration” we mean an actual interactive demonstration of the product, not simply a slide presentation. Consultants should anticipate questions from participants during demonstration. Additionally, Consultants should present technical diagrams and other non-demonstrable aspects of the product. Consultants must demonstrate what requirements are out of the box or need customization, refer to section 1.2.1. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor. Interviews will be scored on a straight point assignment of up to 250 points.

<b>Award Criteria</b>	<b>Available Points:</b>
<b><i>Submitted Proposal</i></b>	<b><i>500</i></b>
<b><i>Product Demonstration / Oral Evaluation</i></b>	<b><i>250</i></b>
<b><i>Total Available Points: 750</i></b>	

**4.3 Cost Evaluation**

The maximum fee for this contract must not exceed the amount specified in this solicitation. Proposals exceeding the specified amount will be disqualified as non-responsive.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this solicitation. However, Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve public resources. Contractors are required to collect and pay Washington state sales and use taxes, as applicable.

At its discretion, COMMERCE may use a computation for a Cost Evaluation to determine a finalist between closely-scoring proposals. The Cost Evaluation will be based on staff wages information provided in the Budget Worksheet (Required Submittal).

The score for the Cost Evaluation will be computed by dividing the lowest-cost bid received by each individual proposal's total cost. The proposal with the lowest total bid will receive the maximum cost evaluation points. Proposals with higher total bid will receive proportionately fewer Cost Evaluation points based upon the lowest hourly rate, as follows:

Low bid / High bid = % of avail. points awarded \* avail. points = total cost points

<b>Example:</b>	<b><u>Proposal A</u> (Low bid)</b>	<b><u>Proposal B</u> (High bid)</b>
<b>Bid amounts</b>	<b>\$50</b>	<b>\$57</b>
<b>% of available points awarded</b>	<b>100%</b>	<b>88%</b>
<b>Cost points (100 available)</b>	<b>100</b>	<b>88</b>

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

**COMMERCE reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.**

#### **4.4 Questions:**

Questions will be allowed consistent with the schedule. All questions must be submitted in writing to the Coordinator.

Purchaser will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to WEBS.

Verbal responses to questions will not be provided. Only written answers posted to WEBS will be considered official and binding. Bidders will not be identified in answers.

When the question and answer period is complete, additional comments will be for the purpose of informing the Coordinator of an issue only. Questions and comments outside the question and answer period will not be answered or acknowledged.

If interpretations or other changes to the solicitation are required as a result of inquiries made during the question and answer period, the solicitation may be amended. Amendments are posted to WEBS.

#### **4.5 NOTIFICATION TO PROPOSERS**

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

#### 4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be scheduled within three (3) business days of the request.

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

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

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

#### 4.7 PROTEST PROCEDURE

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

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

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

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

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

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

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

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

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

## **5. RFP EXHIBITS**

- Exhibit A    Certifications and Assurances
- Exhibit B    Diverse Business Inclusion Plan
- Exhibit C    Workers' Rights Certification
- Exhibit D    Service Contract Format with General Terms and Conditions



**CERTIFICATIONS AND ASSURANCES**

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

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

**We (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 Proposer

---

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

**CONTRACTOR 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.*

Solicitation No.: \_\_\_\_\_ **WIDS-9-2020-RFP** \_\_\_\_\_

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 Contractor/Bidder – 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 Contractor Certification to Procurement Coordinator as part of your complete response.

**Services Contract with**

**<Individual or contractor organization here>**

**through**

**<Name of COMMERCE program issuing/administering contract here>**

**For**

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

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

<b>Special Terms and Conditions .....</b>	<b>1</b>
<b>Face Sheet.....</b>	<b>1</b>
1. <b>Acknowledgement of Federal Funds.....</b>	<b>2</b>
2. <b>Contract Management .....</b>	<b>2</b>
3. <b>Compensation .....</b>	<b>2</b>
4. <b>Billing Procedures and Payment .....</b>	<b>2</b>
5. <b>Subcontractor Data Collection .....</b>	<b>3</b>
6. <b>Insurance.....</b>	<b>3</b>
7. <b>Order of Precedence.....</b>	<b>4</b>
<b>General Terms and Conditions .....</b>	<b>5</b>
1. <b>Definitions .....</b>	<b>5</b>
2. <b>Access to Data .....</b>	<b>5</b>
3. <b>Advance Payments Prohibited .....</b>	<b>5</b>
4. <b>All Writings Contained Herein .....</b>	<b>5</b>
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6. <b>Americans With Disabilities Act (ADA) .....</b>	<b>5</b>
7. <b>Assignment .....</b>	<b>5</b>
8. <b>Attorneys' Fees .....</b>	<b>5</b>
9. <b>Audit.....</b>	<b>6</b>
10. <b>Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion .....</b>	<b>7</b>
11. <b>Confidentiality/Safeguarding of Information .....</b>	<b>6</b>
12. <b>Conflict of Interest .....</b>	<b>7</b>
13. <b>Copyright.....</b>	<b>7</b>
14. <b>Disputes.....</b>	<b>8</b>
15. <b>Duplicate Payment.....</b>	<b>8</b>
16. <b>Governing Law and Venue.....</b>	<b>8</b>
17. <b>Indemnification .....</b>	<b>8</b>
18. <b>Independent Capacity of the Contractor.....</b>	<b>9</b>
19. <b>Indirect Costs.....</b>	<b>10</b>
20. <b>Industrial Insurance Coverage .....</b>	<b>9</b>
21. <b>Laws.....</b>	<b>9</b>
22. <b>Licensing, Accreditation and Registration .....</b>	<b>9</b>
23. <b>Limitation of Authority .....</b>	<b>9</b>
24. <b>Noncompliance With Nondiscrimination Laws .....</b>	<b>10</b>
25. <b>Pay Equity .....</b>	<b>10</b>
26. <b>Political Activities .....</b>	<b>10</b>
27. <b>Procurement Standards for Federally Funded Programs .....</b>	<b>12</b>
28. <b>Publicity.....</b>	<b>13</b>
29. <b>Recapture .....</b>	<b>13</b>
30. <b>Records Maintenance.....</b>	<b>13</b>
31. <b>Registration With Department of Revenue .....</b>	<b>13</b>

32.	<b>Right</b>		of
	<b>Inspection.....</b>	<b>14</b>	
33.	<b>Savings .....</b>	<b>14</b>	
34.	<b>Severability.....</b>	<b>14</b>	
35.	<b>Site Security .....</b>	<b>14</b>	
36.	<b>Subcontracting .....</b>	<b>14</b>	
37.	<b>Survival.....</b>	<b>14</b>	
38.	<b>Taxes.....</b>	<b>14</b>	
39.	<b>Termination for Cause.....</b>	<b>14</b>	
40.	<b>Termination for Convenience .....</b>	<b>15</b>	
41.	<b>Termination Procedures.....</b>	<b>15</b>	
42.	<b>Treatment of Assets .....</b>	<b>16</b>	
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**Attachment A, Scope of Work**

**Attachment B, Budget**

# FACE SHEET

Contract Number: <Insert Number>

Washington State Department of Commerce

<Select Division, Board, or Commission>

<Insert Unit or Office>

<Insert Program(s) and/or Project(s)>

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

Last revision 7/21/2020

**SPECIAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
FEDERAL FUNDS**

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: XXXX

Federal Award Identification Number (FAIN): XXXX

Total amount of the federal award: \$XXXXXX

Awarding official: XXXX (XXX) XXX-XXXX

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

“This project was supported by Grant No. < > awarded by <Federal Granting Agency> . Points of view in this document are those of the author and do not necessarily represent the official position or policies of the <Federal Granting Agency> . Grant funds are administered by the <COMMERCE Program> , Washington State Department of Commerce.”

**2. CONTRACT MANAGEMENT**

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

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

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

**3. COMPENSATION**

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

**EXPENSES**

Contractor 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 Contractor for authorized expenses shall not exceed \$ , which amount is included in the Contract 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. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE [*not more often 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 Contract 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 Contractor.



**SPECIAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
FEDERAL FUNDS**

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

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

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

*COMMERCE shall withhold 15 percent from each payment until acceptance by COMMERCE of the completion of the project.*

**5. SUBCONTRACTOR DATA COLLECTION**

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

**6. INSURANCE**

The Contractor shall maintain 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 Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

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 Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract 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 Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certificates from the insurance issuing agency. The instruments or certificates 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 Contractor shall secure insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate

**SPECIAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
FEDERAL FUNDS**

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

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

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

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor 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 Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor 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.

a. **ORDER OF PRECEDENCE**

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

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

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
FEDERAL FUNDS**

**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. *"Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any 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. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "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.
- G. "State" shall mean the state of Washington.
- H. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract 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 Contractor'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 Contract shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
FEDERAL FUNDS**

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. AUDIT**

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

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

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

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
FEDERAL FUNDS**

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

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

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
- 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - 3. All personal information in the possession of the Contractor 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).
- i. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- ii. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
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**12. CONFLICT OF INTEREST**

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

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

**13. COPYRIGHT PROVISIONS**

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

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

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

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

**14. DISPUTES**

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Except as otherwise provided in this Contract, 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 Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract 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 Contract 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.

**15. DUPLICATE PAYMENT**

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**16. GOVERNING LAW AND VENUE**

This Contract 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.

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor 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 attorney's 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 Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor'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 Contractor 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.

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**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

**19. INDIRECT COSTS**

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

**20. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor 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 Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor 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 Contractor.

**21. LAWS**

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

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the 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 Agent.

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

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.

**25. PAY EQUITY**



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The Contractor 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. Contractor 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 Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**26. POLITICAL ACTIVITIES**

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

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

**27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Contractor’s procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

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- v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - a. Contractor selection or rejection.
    - b. The basis for the cost or price.
    - c. Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

**28. PUBLICITY**

The Contractor 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.

**29. RECAPTURE**

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

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

**30. RECORDS MAINTENANCE**

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

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

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

**31. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

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**32. RIGHT OF INSPECTION**

The Contractor 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 contract.

**33. SAVINGS**

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

**34. SEVERABILITY**

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

**35. SITE SECURITY**

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

**36. SUBCONTRACTING**

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

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

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

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

**37. SURVIVAL**

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

**38. TAXES**

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

**39. TERMINATION FOR CAUSE**

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

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

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

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

**40. TERMINATION FOR CONVENIENCE**

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

**41. TERMINATION PROCEDURES**

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

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

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

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- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**42. TREATMENT OF ASSETS**

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

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

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

**43. WAIVER**

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

**Scope of Work**

Budget