



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 92701-004**

**NOTE:** Please read this entire document before submitting a response. Responses that do not meet one or more requirements stated herein may be disqualified and not scored.

**PROJECT TITLE: IRA Home Energy Rebates Implementer**

**PROPOSAL DUE: March 3, 2025 at 4pm, Pacific Time**

**ESTIMATED TIME PERIOD FOR CONTRACT: 5/1/2025– 9/30/2031**

**PROPOSER ELIGIBILITY:** This RFP is open to those proposers which satisfy the minimum qualifications stated herein and are available for work in Washington.

**FUNDING SOURCE AND METHOD:** This contract uses federal funding. Payments will be made on a reimbursement basis for deliverables accepted and/or allowable time and expenses.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information for Proposers
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## 1. INTRODUCTION

### 1.1 PURPOSE AND BACKGROUND

The Washington Department of Commerce, hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) for rebate program administrative services. COMMERCE seeks to secure professional services to implement two federal grant programs under Sections 50121 and 50122 of the 2022 Inflation Reduction Act (IRA). These grant programs are known as the Home Efficiency Rebates (HOMES) and Home Electrification and Appliance Rebates (HEAR) programs authorized by the Inflation Reduction Act. The HOMES program provides rebates for whole-house energy-saving retrofits; The HEAR program provides rebates for electric appliances including water and space heating equipment. Washington has been allocated \$166million+ for these programs and has budgeted \$150,018,400 (\$14 million for administrative costs and \$136,018,400 million directly for rebate and incentive payments) to implement these programs and provide rebates from 1/1/2025 until 9/30/2031.

The federal government requires at least 40.8% of funds from both programs be distributed to low-income households and an additional 10% of funds to low-income multifamily buildings. In addition, the federal government's Justice40 initiative directs at least 40% of the benefits of these programs serve "disadvantaged communities", hereafter referred to as "overburdened communities", as defined by the [Office of Financial Management](#). COMMERCE aims to meet these targets. In order to achieve its equity goals, COMMERCE set the following priorities for the design and implementation of the HOMES and HEAR programs:

- Ensure equitable access to HOMES and HEAR benefits, with at least 40.8% of rebates paid to households below 80% AMI and 10% of rebates paid to low-income multifamily building projects.
- Leverage all available incentives and loan programs to reduce out-of-pocket and total cost to participants.
- Coordinate with organizations currently providing efficiency and electrification services to leverage existing infrastructure and knowledge.
- Focus incentives on reducing the energy burden of participating households.
- Engage in activities that will promote long-term, structural changes in the efficiency and electrification supply chains, including expand production of low-cost, energy and water-efficient electric technologies; increase the number of qualified HVAC technicians and electricians across the State, especially from and serving disadvantaged communities; and enhance statewide coordination among organizations providing efficiency funding and services.

The primary objective of this solicitation is to engage the services of an experienced qualified entity to implement HOMES and HEAR, starting as soon as COMMERCE receives approval from the Department of Energy and continuing until funds are fully utilized, or September 30, 2031, whichever comes first.

The successful bidder will work collaboratively with COMMERCE to design the HOMES and HEAR program interface, deploy the programs, engage stakeholders and households and ensure compliance with all federal and state requirements.

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

For more information visit [Energy.gov](https://www.energy.gov).

### 1.2 OBJECTIVES AND SCOPE OF WORK

The successful Proposer shall provide comprehensive administrator services that includes implementation of the Home Energy Rebate Programs throughout the state. These activities include

providing a project delivery solution with customer support and rebate processing capabilities, and tasks such as analysis, program monitoring, tracking, reporting, auditing, evaluation activities, rebate processing, outreach, marketing, and consulting.

The Successful Proposer will provide all services, systems, and personnel to maintain and support the system components related to technology support of the energy programs. Technology support of the rebates and grant programs includes, but is not limited to, website development, hosting, and maintenance and support of multiple technology platforms needed for rebate processing, monitoring, information tracking, reporting with various stakeholders for program management, operations, application processing, and coordinating eligibility verification.

COMMERCE and the Successful Proposer may amend the scope of the resulting contract in the form of an amendment, to accommodate evolving program requirements, program changes in response to program evaluation and assessments, new funding opportunities, technology changes, and expansion of current programs.

### **1.2.1 Administrative Responsibilities**

- Meet all U.S. Department of Energy requirements;
- Manage the processes, systems, and/or services necessary to meet the federal requirements and Washington state laws;
- Coordinate budget tracking and management with COMMERCE, including maintaining, tracking, and reporting budget for each IRA program separately;
- Work with COMMERCE to develop market transformation plans to be submitted to the U.S. Department of Energy up to one year after the award dates of HEAR and HOMES
- Create and submit program management processes, tools, and timelines for COMMERCE's review and approval;
- Work with COMMERCE to ensure continuous improvement of the programs;
- Coordinate with COMMERCE, Community-Based Organizations (CBOs), utilities, manufacturers, distributors, retailers, and other market actors necessary for the success of the program;
- Work with COMMERCE to implement any program close-out activities, upon the programs' completion;
- Prepare data and information for COMMERCE and U.S. Department of Energy reporting, auditing, and evaluation activities;

#### **Subtask: 1.2.1 Related Reporting to Commerce**

- Develop implementer's plan for program management
- Prepare quarterly budget reports for COMMERCE in accordance with DOE reporting guidelines
- Prepare quarterly data review reports to COMMERCE that identify trends or potential areas for improvement or adjustments in program design
- Create and finalize Market Transformation plans for HEAR and HOMES

### **1.2.2 Education and Outreach**

- Produce any necessary marketing and outreach materials that target eligible recipients as well as others participating in the program, including but not limited to contractors, community-based organizations, retailers, distributors, and local governments;

- Use the state's [Community Benefits Plan](#) and [Education and Outreach Strategy](#) as guides for identifying communication channels, platforms, and necessary target communities;
- Work with Internal and External Outreach Partners—as defined by the Education and Outreach Strategy—to develop outreach strategies targeted at eligible households and contractors;
- Manage the following contractor and household outreach channels (listed according to priority): Email, events, digital advertising, website, print materials, targeted outreach, and social media;
- Develop education and outreach materials for both internal and external dissemination;
- Maintain internal toolkit for partners to access marketing materials and adjustable templates;
- Follow language translation recommendations described in the Education and Outreach Strategy for all outreach materials, which including the following languages: Spanish, Russian, Vietnamese, Simplified Chinese, Arabic, and any additional languages most commonly spoken in a Washington municipality;

#### **Subtask: 1.2.2 Related Reporting to Commerce**

- Marketing and outreach materials, including material in other languages, as identified in the Education and Outreach Strategy, for eligible households:
  - i. Website
  - ii. Mailers, Flyers, Fact Sheets, and Brochures with QR Codes
  - iii. Customer Journey Map
  - iv. Guide on Energy Efficiency Terminology
  - v. Videos
  - vi. Renter and Rental Property Owner and Manager-Specific Information
- Program Website for the general public, including rebate applicants and contractors:
  - i. Website Site Map and Content Plan that includes website functionality
  - ii. Informational website launch- initial landing website that provides basic program information and AMI eligibility calculator
  - iii. Operational Web-based household application functionality
  - iv. Web-based content addressing potential contractor questions and concerns
  - v. Web-based searchable contractor list
  - vi. Website expansion as identified by Content Plan or agreed upon as areas of need based on program results

#### **1.2.3 Consumer Support**

- Establish and maintain channels, including a toll-free hotline and email, for the public;
- Conduct customer satisfaction surveys to request feedback;

- Respond to consumer complaints according to minimum response times and procedures set forth in the [Consumer Protection Plan](#);
- Track consumer complaints in a centralized database and review findings quarterly with COMMERCE;
- Provide technical assistance to households and multifamily building owners, with additional technical assistance to households switching from delivered fuels;
- Provide all completed rebate projects a Post-Installation Certificate;

**Subtask: 1.2.3 Related Reporting to Commerce**

- Operational Toll-Free Phone number and email available to the public Tuesday-Saturday 8am-6pm Pacific Time;
- Operational Customer Satisfaction Survey sent to households at least 3 months and no more than 6 months after their rebate project's completion date;
- Post-Installation Certificate design;
- Technical Assistance plan that is compatible with Washington's Consumer Protection Plan and prioritizes households switching from delivered fuels;

**1.2.4 Home Energy Assessments**

The Successful Proposer will facilitate and review home energy assessments for modeled energy savings pathways for HOMES rebate applications and review the limited home assessments for HEAR HVAC rebates.

- Provide contractors with resources necessary to complete the required assessments and BPI-2400 compliant energy savings models;
- Review submitted assessment and modeling results for accuracy, completion, and alignment with DOE program guidelines;
- Monitor the energy savings reliability of models and tools;
- Use evaluation results and new information to recommend updates and adjustments to assessment and modeling requirements;
- Work with Commerce on a plan to provide HOMES assessments free of charge to low-income households;
- Provide HOMES assessments that comply with the BPI-1100 home energy audit protocol and utilize BPI-2400 compliant energy modeling software, free of charge to low-income households. This may include conducting the HOMES energy audits or reimbursing independent auditors;

**Subtask: 1.2.4 Related Reporting to Commerce**

- Home Energy Assessment Delivery Plan;
- Home Energy Assessment Checklist for Auditors;
- Home Energy Assessment Data Review Checklist;

**1.2.5 Onboarding & Managing Contractors**

- Develop onboarding resources for contractors and respond to contractor inquiries;
- Coordinate with Commerce and their qualification of contractors for the Qualified Contractor Network;

- Create a public-facing interface for rebate applicants to find qualified contractors;
- Manage residential contractors, including delisting contractors according to the process outline in the Consumer Protection Plan;
- Review contractor invoices and installation documentation;

**Subtask: 1.2.5 Related Reporting to Commerce**

- Contractor onboarding plan;
- Contractor management plan;
- Operational contractor onboarding process which may include trainings;

**1.2.6 Rebate Processing**

The Successful Proposer will develop systems for rebate processing for contractors and retailers and will be responsible for disbursing rebate funds.

- Create a customer user interface for households applying for IRA rebates. The interface will be used to qualify, enable and process rebate reservations; The rebate application interface must meet DOE guidelines, connect to the [Pacific Northwest National Laboratory \(PNNL\) Home Rebates API](#), and include mobile and desktop accessibility;
- Coordinate with COMMERCE and the selected income verification vendor to collect applicant information and ensure an integrated applicant user experience;
- Review for quality control of all rebate applications and provide approved households with rebate coupons;
- Reimburse completed projects within four weeks maximum of submission of all required project completion materials. Additionally disburse financial incentives to contractors and installers for work in overburdened communities and/or work on HEAR eligible measures within four weeks maximum of submission of all required documentation;
- Work with retailers to enable HEAR program rebate coupons to be redeemed point-of-sale at retailers including but not limited to establishing workflows, business and system processes and procedures;

**Subtask: 1.2.6 Related Reporting to Commerce**

- Web-based rebate application connection to the PNNL API;
- Rebate application review and final project documentation checklists;
- Rebate Coupons designs;
- Rebate payment processing plan;
- Retailer point-of-sale partnership plan;
- Operational Rebate and DAC/installation incentive processing;

**1.2.7 Braiding Funds & Maximizing Impact**

The Successful Proposer will assist COMMERCE with developing and implementing an approach to provide and stack rebates with existing federal, state, utility, and community-based programs and financing options, to maximize the reach and impact of Home Energy Rebate funding, minimize duplicated effort among programs, and minimize households' out-of-pocket cost.



- Partner with COMMERCE to strategize how to help Washington residents optimize the use of IRA funds alongside all other available funding sources toward the goal of minimizing the customer's out-of-pocket and total costs;
- Identify funding sources/financing options available to Washington residents and tracking any changes in requirements/availability of those funding sources;
- Help residential and multifamily customers identify incentives/financing for which they are qualified and optimize their use of multiple incentive sources to produce the lowest possible out-of-pocket and/or total project cost;
- Ensure the total combined incentives do not exceed the total rebate project cost;

**Subtask: 1.2.7 Related Reporting to Commerce**

- List of potential funding and financing options for households that can be braided or stacked

**1.2.8 Data Collection**

- Coordinate with COMMERCE and energy utilities to access customer utility data, to aid in energy savings verification, and to comply with U.S. Department of Energy program requirements;
- Collect and maintain a database of all necessary program data stipulated by COMMERCE in compliance with U.S. Department of Energy program requirements;
- Accept and store documents submitted as part of application and project verification processes (PDF, JPEG, Word, Excel);
- Export aggregated data to Commerce for analysis by Commerce;
- Document all quality assurance and inspection findings and store these in the program database until January 1, 2036;

**Subtask: 1.2.8 Related Reporting to Commerce**

- Operational database for storing all application and project data;

**1.2.9 Data Security & Liability**

The Successful Proposer must, at a minimum, abide by WATech Policies, Procedures, and Guidelines (<https://watech.wa.gov/policies>) and Washington State Agency Privacy Principles (<https://watech.wa.gov/sites/default/files/public/privacy/WSAPP.pdf>).

- Must be SOC2 Type II compliant and provide a System and Organization Controls (SOC) audit report to COMMERCE for review within the first 30 days of the contract start date;
- Must have a cloud disaster recovery plan in place according to the Washington State Office of the Chief Administrative Officer. See WATech policies SEC-04-01-S (<https://watech.wa.gov/policies/data-backup-and-recovery-standard>);
- Request pre-approval by COMMERCE for any third-party tools used by Contractor or any Subcontractor for any and all tasks associated with work under this RFP, and such preapproval is conditional and may be rescinded or otherwise revoked by COMMERCE at any time for Contractor or any Subcontractor;

This means that any third-party tools for use by Contractor or Subcontractor will also be subject to all WATech, COMMERCE, and Washington State audit requirements, policies, and procedures. Additionally, this means that the Contractor and any Subcontractors performing work under this RFP understand

and agree that use of any technology under this RFP can be denied, rescinded, or otherwise revoked by COMMERCE for cause at any time (i) during the later of the performance period of the RFP or (ii) while COMMERCE data remains with the Contractor or any Subcontractor;

- Category 3 and 4 data, including all Personally Identifiable Information (PII) must be appropriately encrypted at rest and in transit. For definitions of Category 3 and 4 data please see Exhibit H;
- Data must be protected and shared only in accordance with an executed data sharing agreement between COMMERCE and the Successful Proposer substantially in the form set forth in the Federal Contract Template Attachment C (Data Sharing Agreement) and that complies with RCW 39.26.340;
- Data must be retained for 6 years after the close of the contract period per Section 30. RECORDS MAINTENANCE in the General Terms & Conditions consistent with Washington State law. Contractor must provide information to COMMERCE upon request during that timeframe.

**Subtask: 1.2.9 Related Reporting to Commerce**

- Documentation of Data Security and Privacy Policies;
- SOC2 Type II Compliance Report and participation in COMMERCE's full [Security Design Review](#) (SDR) if deemed necessary by WATech;

**1.2.10 Equity Approach**

Equity and accessibility should be embedded into the work of the Successful Proposer and this means following the equity goals outlined in the Community Benefits Plan. At a minimum, the Successful Proposer should coordinate work streams with COMMERCE to ensure the rebate programs:

- Target at least 40.8% of paid rebates to low-income recipients;
- Target at least 10% of paid rebates to low-income multifamily projects;
- Target at least 40% of paid rebates to recipients in overburdened communities as identified in the Office of Financial Management's Overburdened Communities Map;

**Subtask: 1.2.10 Related Reporting to Commerce**

- Documentation of aggregate rebate redemption statistics, indicating percent of rebates dispersed by: household income-level, building type, and geographic location (whether household is in an overburdened community). Statistics preferably tracked live via internally developed dashboards;
- If failure to hit target after one year of rebate delivery, a plan for increasing rebate utilization by overburdened communities;

**1.3 MINIMUM QUALIFICATIONS**

Minimum qualifications include:

- Licensed to do business in Washington or submit a statement of commitment that the Proposer will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- Have been in continuous operation for a minimum of (5) years.

- Have managed at least (1) large-scale energy efficiency and/or electrification programs within the past (3) years.
- Have managed or coordinated a contractor network including contractor training and dispute resolution.
- Possess at least (3) years of experience with multi-county or statewide program administration involving the disbursement of rebates, vouchers or grant awards
- Possess at least (3) years of documented experience managing federal funds.
- Possess at least (3) years of experience in public platform design and implementation.
- Have a dedicated data management system capable of handling program reporting requirements
- SOC2 Type II Compliance

Proposals that do not clearly meet or exceed all minimum qualifications listed above are non-responsive and will not be evaluated.

#### **1.4 FUNDING**

COMMERCE has budgeted an amount not to exceed **\$150,018,400** for this project (\$14 million for administrative costs and \$136,018,400 million directly for rebate and incentive payments). Proposals in excess of this amount will be considered non-responsive and will not be evaluated. In the event additional funding becomes available during the period of performance, any contract awarded may be amended to provide for additional related services and funding. Additional funding is not guaranteed.

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

#### **1.5 MANDATORY AWARD TO SMALL OR VETERAN-OWNED BUSINESS**

As of April 1, 2023, COMMERCE is required to award competitively procured service contracts with an initial value less than \$150,000 to the highest-ranked responsive and responsible Small or Veteran-Owned Business, unless there was no responsive and responsible Proposal from a Small or Veteran-Owned Business. Any ties may be resolved by virtual presentations, the results of reference checks, or other means. This does not apply to grants, pass-through funding, or any RFP in which for-profit entities are not eligible. This also does not apply to any RFP with a federal funding source.

See Exhibit D for Small and Veteran-Owned Business certification.

#### **1.6 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 1, 2025 and to end on September 30, 2031. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

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

#### **1.7 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Proposers are encouraged to familiarize themselves with the requirements prior to submitting a Proposal that includes current or former state employees.

#### **1.8 DEFINITIONS**

Definitions for the purposes of this RFP include:

**80% and 150% Area Median Income (AMI)/ Low and Moderate Income:** Values calculated by household size of the median income of the area in which the individual or family resides, as reported by the Department of Housing and Urban Development

**Apparent Successful Contractor/Bidder/Vendor/Grantee/Awardee:** The Proposer selected to perform the anticipated services, subject to successful completion of contract negotiations and execution of a written contract.

**BPI-2400:** BPI-2400-S-2015 (or a subsequent version approved by DOE for use in 50121) is the standard of Building Performance Institute (BPI) that specifies the requirements and process for the calculation of standardized predicted energy savings for a building.

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

**Contract:** A written, legally binding agreement to perform the services proposed, also called a Grant or Interagency Agreement.

**Contractor:** Individual or organization whose Proposal has been accepted by COMMERCE and is awarded a fully executed, written contract. Also called Grantee, Awardee, Recipient, or Vendor.

**Exhibit:** Document attached to this RFP, also referred to as Attachment.

**HEAR:** The Home Electrification and Appliance Rebate program that provides point-of-sale rebates to low- (80% of Area Median Income and below) and moderate-income (between 80% and 150% of Area Median Income) households for the installation of high-efficiency electric appliances and associated electric upgrades, along with insulation and air sealing measures.

**HOMES:** The Home Efficiency Rebate program that provides performance-based rebates for energy efficiency retrofits for qualified individual households and multifamily buildings.

**Home Energy Rebates:** The rebates provided from the "HEAR" and "HOMES" programs.

**Home Energy Rebates Programs:** The "HEAR" and "HOMES" programs.

**Justice40:** Justice40 Initiative, established by Executive Order ("E.O.") 14008 and sets a goal that 40% of the overall benefits of certain Federal investments flow to disadvantaged communities.

**Multifamily building:** A single building containing at least two dwelling units used for residential purposes. Commercial uses that are not eligible include but are not limited to hotels/motels, dormitories, assisted living facilities that include hospital amenities, and correctional facilities.

**Point of sale:** The provision of a Section 50122 rebate as an instant discount when the recipient of the rebate pays (or authorizes an entity to access a rebate on their behalf) for the qualified upgrade, improvement, and/or service (e.g., when purchasing in-store, through a distributor, at wholesale onsite, or online, or when invoiced by a contractor for services rendered).

**Proposal:** A formal offer submitted in response to this Request for Proposals.

**Proposer:** Individual, firm, organization, company, or other entity or group of entities that submits a Proposal to attain a contract with COMMERCE.

**Request for Proposals (RFP):** Formal procurement or solicitation 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 Proposer community to suggest various approaches to meet the need at or below a given funding level.

**Small business:** An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; or (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years; or (b) Is certified with the Office of Women and Minority Business Enterprises under chapter 39.19 RCW.

**Veteran-owned business:** A business certified by the Washington Department of Veteran Affairs.

**1.9 ADA**

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

**2. GENERAL INFORMATION FOR PROPOSERS**

**2.1 RFP COORDINATOR**

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

Name	AnnaJoy Gillis, Program Manager
E-Mail Address	annajoy.gillis@commerce.wa.gov

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

**2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Issue Request for Proposals	December 11, 2024
Question & answer period	12/11/24-2/13/25
Answers to Q&A posted no later than	February 13, 2025
Pre-Proposal Conferences	1/8/25 at 9:30am PT 1/16/25 at 12 pm PT
<b>Proposals due</b>	<b>3/3/25 at 4pm PT</b>
Evaluate proposals	3/5/25-3/14/25
Conduct virtual presentations with finalists, if required	3/18/25-3/19/25
Announce “Apparent Successful Contractor” upon U.S. DOE approval and send notification via e-mail to unsuccessful Proposers	April 18, 2025* contingent upon DOE approval
Hold debriefing conferences (if requested)	4/22/25-4/24/25
Negotiate contract	4/18/25-5/7/25
Earliest date contract may be signed	5/7/2025

COMMERCE reserves the right to revise the above schedule.

### **2.3 QUESTION AND ANSWER PERIOD**

COMMERCE will accept questions about this RFP sent to the RFP Coordinator at the email address listed in Section 2.1 during this period. Questions should not identify the submitting person or organization. COMMERCE will answer all questions in a Q&A document posted no later than the date identified in Section 2.2.

### **2.4 PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences will be held on [Wednesday, January 8th 9:30-10:30am Pacific Time](#) and [Thursday, January 16<sup>th</sup> 12:00-1:00pm Pacific Time](#). The pre-proposal conference will be virtual only, on a platform such as Zoom or Microsoft Teams. All prospective Proposers are encouraged to attend; however, attendance is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Proposer that has requested the RFP Coordinator to send them RFP addenda.

### **2.5 SUBMISSION OF PROPOSALS**

#### **ELECTRONIC PROPOSALS:**

The proposal must be **received by the RFP Coordinator** no later than **4pm Pacific Time on Monday, March 3rd 2025**.

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 Submittal Letter and the Certifications and Assurances form must have a scanned or digital signature of the individual within the organization authorized to bind the Proposer to the offer. COMMERCE does not assume responsibility for problems with Proposer's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Proposers 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. Proposals should be sent in one email, however if more than one email is needed all must be received by the due date and time. Exceptions will not be made for partial submissions. Requests for deadline extensions will not be granted. All Proposals and any accompanying documentation become the property of COMMERCE and will not be returned. Any information received as a result of this RFP may be collected and considered for continuous improvement purposes.

### **2.6 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

Proposals submitted in response to this RFP shall become the property of COMMERCE. All Proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, all Proposals are subject to disclosure as provided for in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Proposer 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 Proposer 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 Proposer has marked as "Proprietary Information," COMMERCE will notify the Proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Proposer 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 Proposer's information per the court order.

A charge will be made for copying and shipping as allowed by law. 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.

## **2.7 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 may also be published on Washington's Electronic Business Solution (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 anywhere the RFP is posted, including on COMMERCE'S public webpage, located at <http://www.COMMERCE.wa.gov/serving-communities/current-opportunities/>.

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

## **2.8 DIVERSE BUSINESS INCLUSION PLAN**

Proposers are required to submit a Diverse Business Inclusion Plan with their Proposal describing in good faith their aspirational goals for subcontractor types. 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. No minimum level of minority- or women-owned business, Washington Small Businesses, 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

## **2.9 ACCEPTANCE PERIOD**

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

## **2.10 COMPLAINT PROCESS**

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

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

A complaint may be submitted to COMMERCE at any time prior to 5 days before the proposal 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 is final. There is no appeal process.

### **2.11 RESPONSIVENESS**

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of this RFP may result in disqualification of the Proposal as incomplete and/or non-responsive.

Disqualified Proposers will be notified at or about the time of disqualification.

Disqualified Proposers will be informed of the reason for disqualification; this shall constitute a debriefing conference for the purposes of Section 4.6, Protest Procedure.

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

### **2.12 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 Proposer can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Proposer 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 Proposer's Proposal. The Proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

### **2.13 CONTRACT GENERAL TERMS & CONDITIONS**

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Exhibit H. This sample contract is for information and review only and should not be returned with your Proposal. The Apparent Successful Contractor may accept the terms and condition as is. In no event is a Proposer to submit its own standard contract terms and conditions in response to this RFP. All proposed edits to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

### **2.14 COSTS TO PROPOSE**

COMMERCE will not be liable for any costs incurred by the Proposer 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.

### **2.15 NO OBLIGATION TO CONTRACT**

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

### **2.16 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.

**2.17 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 services may begin and no cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**2.18 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful Contractor must have or obtain a Statewide Vendor Number (SWV) from the Office of Financial Management to be paid by COMMERCE. For more information, visit: [www.ofm.wa.gov](http://www.ofm.wa.gov).

**2.19 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 if requested.

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, if requested, a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the example contract and its special terms and conditions attached as Exhibit E.

### 3. PROPOSAL CONTENTS

#### ELECTRONIC PROPOSALS:

To be responsive, Proposals must contain all twelve items below, written in English, and submitted electronically to the RFP Coordinator in the following order:

1. Letter of Submittal
2. Certifications and Assurances (Exhibit A to this RFP)
3. Technical Proposal
4. Management Proposal
5. Cost Proposal
6. Diverse Business Inclusion Plan (Exhibit B to this RFP)
7. Workers' Rights Certification (Exhibit C to this RFP)
8. Small or Veteran-Owned Business Certification (Exhibit D to this RFP)
9. Financial Security Questions (Exhibit E to this RFP)
10. Technology Security and Infrastructure Questions (Exhibit F to this RFP)
11. Contractor's List of Approved Subcontractors (Exhibit G)
12. Prior Project Examples

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 also assist the Proposer in preparing a thorough response.

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

#### 3.1 LETTER OF SUBMITTAL (MANDATORY)

**The Letter of Submittal must be signed and dated** by a person authorized to legally bind the Proposer 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 must include the following information about the Proposer:

- 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 Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. **Federal Unique Entity ID (UEI) and the Washington Uniform Business Identification (UBI) number issued by the state of Washington for the proposer and any identified sub-contractors.** If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- E. Location from which the Proposer 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 Proposer's organization. If following a review of this information COMMERCE determines that

a conflict of interest exists, the Proposer may be disqualified from further consideration.

### **3.2 CERTIFICATIONS AND ASSURANCES (MANDATORY)**

**The Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated** by a person authorized to legally bind the Proposer 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. Proposers wishing to submit any proposed contract edits must indicate so on this form (see Section 2.14).

### **3.3 TECHNICAL PROPOSAL (SCORED)**

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

- A. Project Approach/Methodology:** Include a complete description of the Proposer's proposed approach and methodology for the project. This section should convey Proposer's full understanding of the proposed project and showcase understanding of the [Environmental Justice Assessment](#) findings.
- B. Work Plan by Task and Contractor and any Sub-contractors:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of work described in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully administer the rebate programs. Do not simply restate the tasks identified as the Work Plan.

Include any required involvement of COMMERCE staff. The Proposer may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. Identify any work to be completed by subcontractors but do not select subcontractors until all relevant requirements have been reviewed, including the Code of Federal Regulations.

- C. Project Schedule:** Include a project schedule indicating when elements of the work will be completed; it must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts and outcomes the Proposer will achieve, including how these impacts and outcomes will be monitored, measured and reported to COMMERCE.
- E. Risks:** The Proposer must identify potential risks that are considered significant to the success of the project in sufficient detail to convey to members of the evaluation team the Proposer's ability correctly assess and manage risk. Include how the Proposer will effectively monitor and manage these risks, including timely reporting of risks to COMMERCE.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the purpose of this RFP described in Section 1.1 and met the requirements set forth in Section 1.2.

### **3.4 MANAGEMENT PROPOSAL**

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

- 1. Project Team Structure and Internal Controls:** Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Proposers are reminded to select subcontractors only after reviewing all relevant requirements. Provide an organizational chart indicating lines of authority for personnel involved in performance of this potential contract and relationships of these staff to other programs or functions of the organization(s). This chart must also show lines of authority to the next senior level of management. Include who will have prime responsibility and final authority for the work.

2. **Staff Qualifications and Experience:** Identify staff 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. Staff identified in the Proposal must actually perform the assigned work. Any staff substitution must have prior approval from COMMERCE.

**B. Experience of the Proposer (SCORED)**

1. Indicate the experience the Proposer has in the following areas. If the Proposer does not have the specified experience, explain whether the Proposer plans to seek a subcontractor with that experience or other mitigation strategy:
  - a. Have managed at least (1) large-scale energy efficiency and/or electrification programs within the past (3) years.
  - b. Have a dedicated data management system capable of handling program reporting requirements.
  - c. Possess (3) years of documented experience managing federal funds.
  - d. . At least 3 years of experience with multi-county or statewide program administration involving the disbursement of rebates, vouchers or grant awards.
  - e. At least 3 years of experience in public platform design and implementation
  - f. Have managed or coordinated a contractor network including contractor training and dispute resolution.

Indicate any other relevant experience that shows the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.

2. Include a list of contracts the Proposer has had during the last five years that relate to the Proposer's ability to perform the services needed under this RFP. List contract reference numbers, period of performance, contact persons, telephone numbers, and e-mail addresses.

**C. Related Information (MANDATORY)**

1. If the Proposer or any known subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, contract number, project description and/or other information available to identify the contract.
2. If any member of the Proposer'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 Proposer has had any contract terminated for default in the last five years, describe such incident. Termination for default, also called termination for cause, is defined as notice to stop contract work for reasons related to contract performance and/or compliance and the termination 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 Proposer'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 Proposer in the past five years, so indicate.

**5.References (MANDATORY)**

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for the Proposer 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 the Proposer and any partners or agents authorize COMMERCE to contact these references and any others who, from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not contact references in its sole discretion.

**E. OMWBE and WDVA Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington Office of Minority and Women's Business Enterprises (OMWBE) or Washington Department of Veteran Affairs (WDVA) if certified small, minority-, women-, or veteran-owned business(es) will be participating on this project in any capacity. For more information please see Sections 1.5 and 2.9, and visit: [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or <https://www.dva.wa.gov/>.

**3.5 COST PROPOSAL (MANDATORY)**

The total amount proposed must not exceed the amount specified in Section 1.4 to be considered responsive to this RFP. The proposal budget must be broken out to reflect the budget categories and tranches reflected in the Implementer Cost Categories Budget.

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

**Identification of Costs (MANDATORY)**

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 Proposer is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Proposers are required to collect and pay Washington state sales and use taxes if applicable.

Costs for work to be completed by subcontractors are to be broken out separately.

## **4. EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of Proposals will be accomplished by one or more evaluation team(s) designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, in its sole discretion, may elect to invite top-scoring Proposers as finalists for a virtual presentation or interview.

The RFP Coordinator may contact the Proposer for clarification of any portion of their Proposal. Proposers are not permitted to submit, resubmit, correct, or change any materials of any kind after the date and time stated in Section 2.6 SUBMISSION OF PROPOSALS.

### **4.2 EVALUATION BREAKDOWN**

The following weighting will be assigned to each proposal section for evaluation purposes. Subsections may or may not be of equal weight.

#### **Technical Proposal – 70%**

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

#### **Management Proposal – 30%**

- Project Team Structure
- Internal Controls
- Staff Qualifications and Experience

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

In the event of a tie for the two highest scoring evaluated proposals, the proposal with the lower total amount in their Cost Proposal will receive one additional point.

**COMMERCE reserves the right to award the contract to the Proposer whose Proposal is deemed to be in the best interest of COMMERCE and the state of Washington. See also Section 1.5 MANDATORY AWARD TO SMALL OR VETERAN-OWNED BUSINESS.**

### **4.3 VIRTUAL PRESENTATIONS MAY BE REQUIRED**

After evaluating the written proposals COMMERCE may elect to schedule virtual presentations or interviews of top-scoring Proposers. If so, COMMERCE will contact the top-scoring Proposers from the written evaluation to schedule a date and time to meet on a platform such as Zoom or Microsoft Teams. Any commitments made by the Proposer during a virtual presentation or interview will be considered binding.

The scores from the written evaluation and the virtual presentation combined together will determine the Apparent Successful Contractor.

### **4.4 NOTIFICATION TO PROPOSERS**

COMMERCE will notify the Apparent Successful Contractor(s) of their selection in writing upon completion of the evaluation process. Proposers who were not selected for further negotiation or award will be notified separately. Notification may also be made to the COMMERCE public website, Washington Electronic Business Solution (WEBS), or other publicly accessible locations.

#### **4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any Proposer who has submitted a Proposal and received notice that they were not selected for contract negotiation 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 Proposer Notification is e-mailed to the Proposer. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Proposer's Proposal;
- Any written comments from evaluators related to that Proposer;
- Review of Proposer's final score in comparison with the other final scores **without** identifying the other Proposers or reviewing their Proposals.

Comparisons between Proposals or evaluations of the other Proposals is not allowed. COMMERCE will not discuss any items other than the three bullet points above. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. COMMERCE reserves the right to end a debriefing for any reason.

#### **4.6 PROTEST PROCEDURE**

Protests may be filed only by Proposers who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00pm Pacific time on the fifth business day following the debriefing. Protests must be submitted by email. Proposers may choose to copy COMMERCE'S Central Contracts Office at [centralcontracts@commerce.wa.gov](mailto:centralcontracts@commerce.wa.gov). Do not copy any other COMMERCE staff.

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

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 from the list below 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 this RFP or COMMERCE policy.

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

Scores received are not a valid basis of protest and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

Upon receipt of a protest, a protest review will be held by COMMERCE. COMMERCE'S Chief Contracts Officer, or other employee delegated by the Director who was not involved in the award process, will consider the record along with 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 directly impact the actual interest of another Proposer, such Proposer may be given an opportunity to submit its views and any relevant information on the protest.

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 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 error(s) and re-evaluate all proposals, or
  - Cancel this RFP and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If COMMERCE does not find merit in the protest, COMMERCE may enter into a contract with the Apparent Successful Contractor(s). If the protest is determined to have merit, one of the options above will be taken.



## **5. RFP EXHIBITS**

Exhibit A	Certifications and Assurances
Exhibit B	Diverse Business Inclusion Plan
Exhibit C	Workers' Rights Certification
Exhibit D	Small or Veteran-Owned Business Certification
Exhibit E	Financial Security Questions
Exhibit F	Technology Security & Infrastructure Questions
Exhibit G	Contractor's List of Approved Subcontractors
Exhibit H	Classification of Data Categories
Exhibit I	Reporting Budget and Program Metrics to Commerce
Exhibit J	Federal 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 RFP 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 RFP contents and the attached example contract and general terms and conditions. If there are any proposed edits to these terms, I/we have described those edits 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 organization 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 any others who may have pertinent information regarding the ability of the Proposer and the lead staff person to perform the services contemplated in 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.
11. I/we are not debarred from doing business with the state of Washington or the United States.

**I/We have reviewed the Contract and General Terms and Conditions and I/we: (check one)**

- are** submitting proposed contract edits. If proposed contract edits are being submitted for consideration, I/we have attached them to this form. (See Section 2.14)
- are not** submitting proposed contract edits. (Default if neither are checked)

On behalf of the Proposer 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



**EXHIBIT C**

**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 Department of COMMERCE is seeking to contract with qualified organizations which certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers. See Section 4.2.

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I hereby certify, on behalf of the organization identified below, as follows (check one and sign below):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization 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 organization 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 organization 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 organization listed herein.

NAME: \_\_\_\_\_  
Print full legal entity name of organization

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

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

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

Return to Procurement Coordinator as part of your complete response.

**Small or Veteran-Owned Business Certification**

**See Section 1.5 for more information about COMMERCE’S award obligation to Small and Veteran-Owned Businesses.**

**Small Business**

- By checking this box and signing below I/we hereby certify under penalty of perjury that the business represented in this Proposal is a Washington business including a sole proprietorship, corporation, partnership, or other legal entity, that is:
  - (a) Owned and operated independently from all other businesses and has either:
    - (i) Fifty or fewer employees; or
    - (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
  - (b) Is certified with the Office of Women and Minority Business Enterprises under chapter 39.19 RCW. I/we are including a copy of the certification.

**Veteran-Owned Business**

- By checking this box and signing below, I/we certify the business represented in this Proposal is certified by the Washington Department of Veteran Affairs. I/we are including a copy of the certification.

Failure to return or sign this Exhibit, or failure to check an applicable box, may result in failure to qualify as a responsive and responsible Small or Veteran-Owned Business.

Failure to include a copy of the relevant certification may result in failure to qualify as a responsive and responsible Small or Veteran-Owned Business.

**Additional Representation**

The following is not required nor scored. Your answers or lack of answers will not impact the outcome of this RFP. This information helps COMMERCE monitor our level of success in meeting our diverse contracting goals. See Section 2.9 for more information about COMMERCE’s diverse contracting goals.

For informational purposes only, the business represented in this Proposal is:

- Certified Woman-Owned by the Office of Women and Minority Business Enterprises
- Certified Minority-Owned by the Office of Women and Minority Business Enterprises

\_\_\_\_\_  
Signature of Proposer    Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Financial Security Questions**

1. Entity Type (For-Profit or Non-Profit)
2. What is your organization's age?
3. Has your organization been in existence and provided service similar to the scope of work under this contract for 5+ years?
4. Has your organization undergone restructuring in the past 12 months?
5. Has your organization had any investigations or lawsuits in the past 12 months?
6. Has your organization filed for bankruptcy in the past 5 years?
7. Has your organization received an independent audit of any type in the past 5 years? If yes, provide a copy of the most recent audit report on file.
8. If an audit has been conducted, have there been any audit findings and/or management letter outlining concerns/issues in the past 5 years? If yes, provide a copy of the management letter and a copy of the resolution document.
9. Does your organization have an internal process for conducting financial and/or program reviews?
10. Does your organization complete financial reports on an annual basis?
11. Does the organization have written policy/procedure related to accounting?
12. Has your organization previously managed state or federal grants?
13. Does your organization track multiple funding sources and breakout expenditures for each funding source?
14. Does your organization have written policy/procedure related to procurement?
15. Does the organization have written policy/procedure related to the monitoring of subcontracts?
16. Does the organization have appropriate programmatic, administrative and financial services staffing to be able to adequately address the scope of work under this contract?
17. Has the organization or has a funding entity terminated any contracts because of performance or compliance issues?

**Technology Security & Infrastructure Questions**

1. Will this be a privately hosted or cloud solution?
  - a. Will the solution include Software as a Service (SaaS)?
  - b. Will the solution include Platform as a Service (PaaS)?
  - c. Will the solution include Infrastructure as a Service (IaaS)?
2. Will the solution provide a public facing web site or interface?
  - a. If so, does the solution include a Web Application Firewall (WAF)?
  - b. If there is not a WAF, what other protections will be provided?
3. If there is a web-based interface, will this solution be WCAG 2.1 compliant?\*
4. Will the solution offer SSO (Single-Sign-On), and if so, will there be SAML support?\*
5. Will data be encrypted at rest and in transit?
  - a. Are encryption technologies used FIPS approved?
  - b. What version of FIPS is the solution compliant with, such as FIPS 140-2, or FIPS 140-3?
6. Does this solution meet any security compliancy frameworks or certifications, such as ISO 27001, FedRAMP, StateRAMP, SOC 2, or HIPAA?
7. Does the solution follow best practices for items listed below, or incorporate security solutions listed below?
  - a. Permission based access control based on least privilege
  - b. Patching, updating, and maintaining current software and firmware
  - c. Network boundary controls
  - d. Malicious code and activity controls and monitoring, including AV, EDR/XDR/MDR, and IDS/IPS
  - e. A documented Incident Response Plan
  - f. A documented Security Policy
8. Can the solution meet the state security policies and standards?\*
9. Briefly describe the solution, including technologies, protocols, software, and hardware, that will be used and how data will flow.

***\*Items marked with an asterisk are critical data security and state policy. A Proposer's software solution that is unable to answer YES to these questions will be considered unqualified for this scope of work***

**Contractor's List of Subcontractors**

1. **Business Name:**
2. **Business Purpose:**
3. **Unified Business Number:**
4. **Unique Entity Identifier:**
5. **Business Address:**
6. **Statewide Vendor Number:**
7. **Years in Business:**
8. **Applicable Certifications:**



### Classification of Data Categories

- **Category 1 – Public Information:** Information that currently is or can be released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- **Category 2 – Sensitive Information:** Information that is not specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
- **Category 3 – Confidential Information:** Information that is specifically protected from disclosure by law. It may include but is not limited to Personal Information about individuals, regardless of how that information is obtained, information concerning employee personnel records, and information regarding IT infrastructure and security of computer and telecommunications systems.
- **Category 4 – Confidential Information Requiring Special Handling:** Information that is specifically protected from disclosure by law and for which especially strict handling requirements are dictated, such as by statutes, regulations, or agreements and serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

### EXHIBIT I

### Reporting Budget and Program Metrics to Commerce

The Approved Contractor will clearly outline processes for and demonstrate competence in federal reporting guidelines. Below is an outline of federal reporting requirements for the IRA Home Rebate Programs. All requirements are subject to changes made by the U.S. Department of Energy or Washington State reporting guidelines.

#### 1. Budget Detail and Tracking

The Approved Contractor is required to submit monthly invoices detailing administrative costs. These expenses must align with the required Department of Energy budget justification metrics. These include the following (See Table 1):

- a. Personnel (name, rate, amount)
- b. Fringe Benefits (name, rate, amount)
- c. Travel Expenses (If applicable)
- d. Equipment (purchases greater than 10k)
- e. Supplies
- f. Contractual (subcontracts greater than 250k are required to provide a separate Budget Justification with backup documentation)
- g. Other

**Table 1 Budget Justification**

Budget Justification	
----------------------	--

Billing Period: (xx/xx/xx - xx/xx/xx)	
Budget Categories	Total
a. Personnel ( <i>i.e., Stevens, M., \$279/11 Hours, Total \$3,069</i> )	\$0
b. Fringe Benefits ( <i>i.e., Stevens, M., \$279/11 Hours, Total \$3,069</i> )	\$0
c. Travel	\$0
d. Equipment	\$0
e. Supplies	\$0
f. Contractual (subcontractors must provide a complete <i>Budget Justification</i> )	\$0
g. Other	\$0
<b>Total Direct Costs</b>	<b>\$0</b>
h. Indirect Charges	<b>\$0</b>
<b>Totals</b>	<b>\$0</b>
Administrative Costs	\$0
Rebate Funds: Rebate Delivery	\$0
Rebate Funds: Reimbursement	\$0

## 2. Program Metrics and Reporting

In addition, the Approved Contractor is required to submit the following data points on a quarterly basis to track Rebate Delivery and Rebate Reimbursement metrics and dollars spent to households. These include (See Table 2):

- Details of Rebates & Incentives
- Household Energy Savings
- Quality Assurance & Green Verification
- Rebates issued with Other Federal Programs
- Metrics on Equity, Justice, and Clean Energy Economy

**Table 2 Federal Reporting Metrics (additional reporting requirements may be identified)**

<b>A.</b>	<b>Issuance of Rebates &amp; Incentives</b>	<b>This Period</b>	<b>Total To Date</b>
A.1	Number of Consumer Rebates issued to Households	0	0
A.2	Total Cost of Projects Receiving Consumer Rebates	\$0.00	\$0.00
A.3	Number of Installation Incentives Issued	0	0
A.4	Total Dollars of Installation Incentives Issued	\$0.00	\$0.00
A.5	Number of Distinct Recipients Issued Incentives	0	0
<b>B.</b>	<b>Administrative Activities</b>		
B.1	Number of online education and outreach engagements (social media touches, website users, media views, etc.)	0	0
B.2	Number of education and outreach sessions held (in-person meeting, educational webinar, etc.)	0	0
B.3	Number of unique individuals attending education and outreach sessions	0	0
B.4	Number of technical assistance sessions provided	0	0
B.5	Number of technical assistance recipients	0	0
<b>C.</b>	<b>Details of Rebates &amp; Incentives</b>	<b>This Period</b>	<b>Total To Date</b>
C.1	Number of Homes Receiving Rebates to Low Income Households	0	0
C.2	Total Dollars of Rebates to Low Income Households	\$0.00	\$0.00
C.3	Number of Homes Receiving Rebates to Moderate Income Households	0	0
C.4	Total Dollars of Rebates to Moderate Income Households	\$0.00	\$0.00
C.5	Number of Homes Receiving Rebates to DACs	0	0
C.6	Total Dollars of Rebates to DACs	\$0.00	\$0.00
C.7	Number of Single Family (SF) Homes Receiving Rebates	0	0
C.8	Total Dollars of Rebates to Single Family (SF) Homes	\$0.00	\$0.00
C.9	Number of Multi-Family (MF) Homes Receiving Rebates	0	0
C.10	Total Dollars of Rebates to Multi-Family (MF) Homes	\$0.00	\$0.00
<b>D.</b>	<b>Savings</b>		
D.1	Total Energy Savings - kWh	0	0
D.2	Total Energy Savings - MMBtu	0	0
D.3	Total GHG Savings - metric tons of CO2	0	0

<b>E.</b>	<b>Quality Assurance &amp; Residential Green Verifications</b>		
E.1	Number of Projects Requiring Corrective Action (e.g. have to go back to fix an error)	0	0
E.2	Number of Rebates that Didn't Submit Appropriate Documentation (e.g. pictures), but rebate was provided to household/consumer	0	0
E.3	Number of Rebates Reserved that Failed Income Verification	0	0
E.4	Number of Contracting Organizations issued DAC Incentives	0	0
E.5	Number of Residential Energy Labels or Green Certifications Generated	0	0
<b>F.</b>	<b>Working with Other Programs</b>		
F.1	Number of rebates issued with other federal programs (e.g., WAP)	0	0
F.2	Number of rebates issued with other non-federal programs (e.g., utility program)	0	0
F.3	Number of rebates issued with public financing programs (e.g., RLF)	0	0
F.4	Total cost of projects receiving rebates with other federal, non-federal, or public financing programs	\$0.00	\$0.00
<b>G.</b>	<b>Equity, Justice, and Clean Energy Economy</b>		
G.1	Number of consumer rebates issued to households located in disadvantaged communities	0	0
G.2	Number of households receiving consumer rebates that were determined eligible through low-income program categorical eligibility	0	0
G.3	Number of jobs created (Full Time Equivalent)	0	0
G.4	Average wage for construction trades workers	\$0.00	\$0.00
G.5	Average wage for non-construction trades workers	\$0.00	\$0.00

Additional reporting requirements are captured in the following and will be required on annual basis:

- A. [Annual Community Benefits Report](#) (see BOX folder for reference)
- B. [Annual Good Jobs Outcome Report](#) (see BOX folder for reference)



Federal Services Contract with

Please enter the Entity/Business Name of Contractor

through

**Click or tap here to enter text.**

**Contract Number:**

Please enter Contract Number

For

Provide Project Title/ Primary Contract Purpose in 25 words or less

**Dated: Please enter start date of contract**

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## Face Sheet

Research & Development:  Yes  No

Contract Number: <Insert Number>

<Select Division, Board, or Commission> <Insert Unit or Office>  
<Insert Program(s) and/or Project(s)>

Subrecipient  
 Contractor

<b>1. Contractor</b> <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		<b>2. Contractor Doing Business As (as applicable)</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 \$ Total>	<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>Federal Agency:</b> <Insert name>	<b><u>ALN</u></b> <Insert number>	<b><u>Indirect Rate</u></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. UEI #</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: Contractor 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>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	



## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: 7/1/2024 (IRA 50122 award) and 10/1/2023 (IRA 50121 award)

Federal Award Identification Number (FAIN): DE-SE0000127 and DE-SE0000071

Federal Awarding Agency: U.S. Department of Energy

Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

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.SE0000071 and Grant No.SE0000127 awarded by the U.S. Department of Energy. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Energy. Grant funds are administered by the IRA Home Energy Rebates 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 \$XXXXX 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 terms of Attachment A, Scope of Work.

#### **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 \$ XXXXX, 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 state travel reimbursement rates in effect on the date of travel.

### **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 weekly nor less than quarterly.

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. Except for approved indirect costs, if any, a receipt must accompany any single expense 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.

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

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

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **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 Contract performed by subcontractors and the portion of Contract 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 provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by

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

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

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

**Optional Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity of an amount sufficient to cover per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Required Cyber Liability Insurance:** The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of an amount sufficient 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.

**Required Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of an amount sufficient to cover 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.

**Required 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:

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.

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.

## 7. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 8. **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
- Attachment C - Data & Confidential Information Sharing

- Attachment D - Washington Department of COMMERCE Non-Disclosure Agreement
- Attachment E - Certification of Disposal
- Attachment F - Data Transfer Description

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" 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" or "Grantee" 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "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.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

### **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**

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 expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501, for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

A. If non-profit, Contractor shall send to the [Federal Audit Clearinghouse](#).

B. If for-profit, Contractor shall submit all audit documentation to COMMERCE.

If the Contractor expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Contractor shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

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

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

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

## 12. **CONFLICT OF INTEREST**

Contractor must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Contractor must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- B. If the Contractor has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## 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**

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 shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

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.

**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 Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of not more than 15% of Modified Total Direct Costs (MTDC) may 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 Authorized Representative.

**24. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the Contractor, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall 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 Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 29 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **25. PAY EQUITY**

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's 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.
  - 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:
    - 1)** Contractor selection or rejection.
    - 2)** The basis for the cost or price.
    - 3)** 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.

**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 business 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, 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**

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;
- 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.
- E.** 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.



## **Attachment A: Scope of Work**

**Attachment B: Budget**

## **Attachment C: Data & Confidential Information Sharing**

The work identified in Attachment A, Scope of Work, above, requires that COMMERCE share certain Data and/or Confidential Information with Contractor. This Attachment provides the terms and conditions under which COMMERCE will allow the restricted use of certain Data and Confidential Information by the Contractor, and under which the Contractor may receive and use that Data and Confidential Information. This ensures that COMMERCE Data and Confidential Information is provided, protected, and used only for authorized purposes and in compliance with all applicable state and federal laws governing such use.

### **1. Definitions**

**“Authorized User”** means an individual or individuals with an authorized business need to access Data and/or Confidential Information under this Agreement.

**“Breach”** means the acquisition, access, use, or disclosure of Data in a manner not permitted under law, including but not limited to the compromise or potential compromise of Confidential Information that may be a breach that requires notice to affected individuals under RCW 42.56.590, RCW 19.255.010, or any other applicable breach notification Regulation. For purposes of this Agreement, Breach may include any Security Incident.

**“Confidential Information”** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data which may include, but is not limited to, Personal Information.

**“Data”** means the information that is disclosed or exchanged as described by this Agreement.

**“Data Product”** means report, analysis, dashboard or other visualization, or other thing derived from the Data or Confidential Information provided pursuant to this Agreement.

**“Disclosing Party”** means any party disclosing, releasing, disseminating, or transferring the Data or Confidential Information this Agreement relates to, and includes the entity’s owners, members, officers, directors, partners, trustees, employees, agents, and Subcontractors and their owners, members, officers, directors, partners, trustees, agents, and employees.

**“Disclosure”** means the release, transfer, provision of, access to, or any other manner of divulging information outside the entity holding the information.

**“Permissible Use”** means only those uses authorized in this Agreement and carried out specifically as described herein.

**“Personal Information”** means 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 (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, any financial identifiers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**“Regulation”** means any applicable federal, state, or local statute, regulation, rule, policy or ordinance.

**“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. Any Security Incident may constitute a Breach under this Agreement.

“Use” includes the sharing, employment, application, utilization, examination, or analysis, of Data or Confidential Information within an entity that maintains such information.

“WATech” means Washington Technology Solutions, the office of state government responsible for establishing technology and use standards and policies for all state agencies.

**2. Data Description**

The specific Data and/or Confidential Information to be shared is:

Element Name	Short Description	Length	Data Classification Category	Usage

COMMERCE and the Contractor will exchange Data using the file layout above which may be altered as needed provided all elements are present.

Frequency of delivery: COMMERCE will deliver the Data described in this section on a \_\_\_\_\_ basis.

Only Data and Confidential Information specifically described in this section may be shared with the Contractor. Any changes, modifications, or additions must be approved in advance by COMMERCE in writing.

**3. Permissible Use**

Contractor may only use the Data for the purpose of completing the deliverables in Attachment A, Scope of Work, above. Any use not specifically described in this section is prohibited and may be subject to penalties by law.

**4. Method of Access**

All Data will be transferred via Managed File Transfer (MFT) or via an Extranet site if required and approved by COMMERCE. Category 1 Data may be sent by email.

**5. Authorized Users**

Only the Contractor and approved Subcontractors, if any, are authorized to access the Data or Confidential Information shared pursuant to this Agreement.

**6. Data Classification**

Washington state government classifies Data into categories based on the sensitivity of the Data pursuant to the policy and standards promulgated by Washington Technology Solution’s (WATech’s) Data Classification Standard SEC-08-01-S" (<https://watech.wa.gov/policies/data-classification-standard>)which is hereby incorporated into this Agreement by reference. If the link does not work contact COMMERCE or WaTech.

The Data that is the subject of this Agreement is classified as indicated below:

- Category 1 – Public Information:** Information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

**Category 2 – Sensitive Information:** Information that is not specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

**Category 3 – Confidential Information:** Information that is specifically protected from disclosure by law. It may include but is not limited to Personal Information about individuals, regardless of how that information is obtained, information concerning employee personnel records, and information regarding IT infrastructure and security of computer and telecommunications systems.

**Category 4 – Confidential Information Requiring Special Handling:** Information that is specifically protected from disclosure by law and for which especially strict handling requirements are dictated, such as by statutes, regulations, or agreements and serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

## 7. Data Security

Contractor must protect and maintain, both in transport and at rest, all Data and Confidential Information gained pursuant to this Agreement against any and all unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include but are not limited to, restricting access to the Data and Confidential Information by:

Allowing access only by staff who have an authorized business requirement to view the Data and Confidential Information, and

Physically securing any computers, documents, or other media containing the Data and Confidential Information.

Contractor must comply with all security requirements set out in COMMERCE policy and state security policies and standards.

Upon request, or when no longer needed, or at the close of the contract, whichever comes first, Confidential Information and Data must be securely disposed of in compliance with WaTech policies except as required to be maintained for compliance or accounting purposes. Contractor will provide written certification of disposition upon disposal using the Certification of Disposal included below or substantially similar document.

### Data License and Constraints

Subject to the terms of this Agreement, COMMERCE hereby grants the Contractor a limited and revocable license for the access and Permissible Use of Data or Confidential Information. This grant of access may not be deemed as providing Contractor with ownership rights to the Data or Confidential Information. The Data or Confidential Information being shared and accessed is owned by and belongs to COMMERCE.

This Agreement does not constitute a release of the Data or Confidential Information for the Contractor's discretionary, personal, or commercial use.

Contractor may not share COMMERCE Data or Confidential Information with any third parties, including Subcontractors, even if for Permissible Use(s) under this Agreement, without COMMERCE'S prior approval.

All Data Products must be sent to COMMERCE for review of usability, data sensitivity, data accuracy, completeness, and consistency with COMMERCE guidelines prior to Disclosure. This review will be

conducted and a response provided to Contractor within 10 business days. If more time is needed for this review, the Contractor will be notified of the delay.

Any Disclosure which does not specifically conform to the terms of this Agreement is unauthorized and subject to penalties by law.

### **Confidentiality and Non-Disclosure**

The Contractor will not use, publish, transfer, sell, or otherwise Disclose any Data or Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the purpose, justification, and Permissible Use of this Agreement except as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Data.

The Contractor must ensure that all employees and Subcontractors who will have access to the Data described in this Agreement (including employees who will use the Data and IT or other support staff) are instructed and made aware of the use restrictions and protection requirements of this Agreement before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Agreement before they gain access to the Data.

The Contractor will ensure that each employee and Subcontractor who will access Data and/or Confidential Information signs an exact copy of the Non-Disclosure Agreement included below. The Contractor will retain the signed copy of the Non-Disclosure Agreement for a minimum of six years from the date the employee or Subcontractor's access ends. The documentation must be available upon request.

**The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of this Agreement.**

### **Audit**

At COMMERCE's request or in accordance with state security policies and standards, Contractor shall obtain audits covering Data Security and Permissible Use. Contractor may include both the Permissible Use and the Data Security Requirements under the same audit, or under separate audits. The term, "independent third-party" as referenced in this section means an outside auditor that is an independent, fully licensed auditing firm.

Data Security audits must demonstrate compliance with Data Security standards adopted by the WaTech, and COMMERCE. At a minimum, audit(s) must determine whether Data Security policies, procedures, and controls are in place to ensure compliance with all Data Security Requirements set forth herein and as required by state and federal law.

Permissible Use audits must determine whether Permissible Use policies, procedures, and controls are in place to ensure compliance with all Permissible Use requirements in this Agreement.

COMMERCE may monitor, investigate, and audit the use of Personal Information received by Contractor through this Agreement. The monitoring and investigating may include the act of introducing data containing unique but false information (commonly referred to as "salting" or "seeding") that can be used later to identify inappropriate use or disclosure of Data.

### **Data Breach Notification**

The Contractor will notify COMMERCE of any and all Breaches and possible Breaches as soon as practicable upon discovery, or within one (1) business day, whichever is sooner.

If the Contractor does not have full details about the Breach, it will report what information it has and provide full details within fifteen (15) business days of discovery. To the extent possible, the initial report must include:

- a. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- b. A description of the types of information involved;
- c. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence;
- d. Any details necessary for a determination of whether the incident is a Breach which requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable Breach notification requirement.
- e. Any other information the Contractor has or COMMERCE reasonably requests

The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or COMMERCE.

If notification to individuals must be made, in the sole judgment of COMMERCE, the Contractor will fully cooperate and facilitate notification to required parties, which may include notification to affected individuals, the media, the Attorney General's Office, or other authorities based on applicable law.

At COMMERCE's discretion, Contractor may be required to directly fulfill notification requirements, or if COMMERCE elects to perform these notifications, Contractor must reimburse COMMERCE for all associated costs.

Contractor is responsible for all costs incurred in connection with a security incident, privacy breach, or potential compromise of Data, including:

- a. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- b. Notification and call center services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identify theft assistance; and
- c. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

Any breach of this section may result in termination of the Agreement and the demand for return or disposition of all COMMERCE Data.

Contractor's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Contractor maintains the Data and for any Breach or potential Breach, at any time.

### **Offshoring**

Contractor must maintain all hardcopies containing Confidential Information only from locations in the United States.

Contractor may not directly or indirectly, including through Subcontractors, transport any Data, hardcopy or electronic, outside the United States unless it has advance written approval from COMMERCE.

## **Attachment D: Washington Department of COMMERCE Non-Disclosure Agreement**

I, the undersigned individual, will be acting as an employee or subcontractor for \_\_\_\_\_ (hereinafter "Contractor"), who is performing services for the Department of COMMERCE (hereinafter "COMMERCE") pursuant to Contract No. \_\_\_\_\_ which is incorporated by reference to this Agreement (hereinafter "COMMERCE Contract").

**I. Pursuant to my capacity in this role, I understand the following:**

As an employee or subcontractor of Contractor working on the COMMERCE Contract, I may be given access to information that is deemed private and confidential by statute, contract, or other forms of notice.

**II. In consideration for COMMERCE and Contractor granting me access to COMMERCE Data and/or Confidential Information and by signing this Non-Disclosure Agreement, I agree that I:**

Will access, use, and disclose Data and Confidential Information only in accordance with the terms of the COMMERCE Contract and this Agreement and consistent with applicable statutes, regulations, and policies. I have reviewed the COMMERCE Contract.

Have an authorized business requirement under the COMMERCE Contract to access and use the Data and/or Confidential Information.

Will access, use, and disclose only the minimum necessary Data and/or Confidential Information required to perform my assigned job duties.

Will not use or disclose any Data and/or Confidential Information gained due to this Agreement for any commercial or personal purpose, or any purpose that is not directly authorized by the COMMERCE Contract.

Will not discuss Confidential Information in a manner in which unauthorized individuals could overhear nor discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, friends, or others.

Will protect all Data and Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Data and/or Confidential Information and viewing same only on secure workstations in non-public areas.

Will not distribute, transfer, or otherwise share any Data or Confidential Information with anyone.

Will immediately inform my supervisor or the Contractor of any actual or potential security breaches involving Data or Confidential Information, or of any access or by unauthorized users.

Understand at any time, COMMERCE may audit, investigate, monitor, access, and disclose information about my use of Data and/or Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access Data or Confidential Information, disciplinary actions against me, or civil or criminal penalties or fines as applicable under law.

Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer or the Contractor.

**In signing this form, I affirm that I have read, understand, and will abide by the above terms of this Non-Disclosure Agreement.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title



## Attachment E: Certification of Disposal

<b>NAME OF CONTRACTOR:</b>	<b>CONTRACT #:</b>
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The Contractor must certify that all Data described below, received as a part of the Data provided in accordance with the Contract listed above, have been properly disposed of.

I hereby certify that I returned or destroyed the below-described Data and/or Confidential Information received from COMMERCE, or created, maintained, or received by me on behalf of COMMERCE. I certify that I did not retain, nor permit or cause any others to retain, any copies of this Data and/or Confidential Information.

**Description of Data and/or Confidential Information returned or destroyed:**

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**Date of Destruction or Return to COMMERCE:**

**Method(s) of disposal:**

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**Disposed by:** \_\_\_\_\_

<b>Signature:</b>		<b>Date:</b>
<b>Printed Name:</b>		
<b>Title:</b>		

## **Attachment F: Data Transfer Description**

[TBD – This Exhibit to be populated by the Parties after contract award with the following information in a mutually agreeable form to adequately describe the Data transfer contemplated under the DSA and any related Agreement]

### **A. List of Parties**

Contractor

- a. Name
- b. Address
- c. Contact person's name, position, and contract details
- d. Activities relevant to the data transferred under this DSA
- e. Signature and date

COMMERCE

- a. Name
- b. Address
- c. Contact person's name, position, and contract details
- d. Activities relevant to the data transferred under this DSA
- e. Signature and date

### **B. Description of Transfer**

- a. Categories of data subjects whose Personal Information is transferred
- b. Categories of Personal Information transferred
- c. Sensitive Personal Information transferred (if applicable) and applied restrictions and safeguards that fully take into consideration the nature of the Data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the Data, restrictions for onward transfers or additional security measures
- d. The frequency of the Data transfer (e.g., whether the Data is transferred on a one-off or continuous basis)
- e. Nature of the Processing
- f. Purpose(s) of the Data transfer and further Processing

- g. The period for which the Personal Information will be retained or, if that is not possible, the criteria used to determine that period
- h. For transfers to Subcontractors, also specify subject matter, nature, and duration of the Processing