

EXHIBIT C



STATE OF WASHINGTON DEPARTMENT OF COMMERCE

REQUEST FOR PROPOSALS (RFP)

RFP NO. 26-33740-001

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: Charles Mitchell and George Washington Bush Study on Reparative Action

PROPOSAL DUE: October 15, 2025, no later than 4:00 PM, Pacific Time, Olympia, WA

ESTIMATED TIME PERIOD FOR CONTRACT: November 25, 2025 – June 30, 2027

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 is State 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
3. Proposal Contents
4. Evaluation and Award
5. Exhibits

EXHIBIT C

Table of Contents

1.	INTRODUCTION	1
1.1	PURPOSE AND BACKGROUND	1
1.2	OBJECTIVES AND SCOPE OF WORK.....	3
1.3	MINIMUM QUALIFICATIONS.....	5
1.4	FUNDING	5
1.5	MANDATORY AWARD TO SMALL OR VETERAN-OWNED BUSINESS	6
1.6	PERIOD OF PERFORMANCE.....	6
1.7	CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES.....	6
1.8	DEFINITIONS	6
1.9	ADA.....	7
2.	GENERAL INFORMATION FOR PROPOSERS	7
2.1	RFP COORDINATOR.....	7
2.2	ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.....	7
2.3	QUESTION AND ANSWER PERIOD	8
2.4	PRE-PROPOSAL CONFERENCE.....	8
2.5	THIS SECTION REMOVED	8
2.6	SUBMISSION OF PROPOSALS	8
2.7	PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE	8
2.8	REVISIONS TO THE RFP	9
2.9	DIVERSE BUSINESS INCLUSION PLAN.....	9
2.10	ACCEPTANCE PERIOD.....	9
2.11	COMPLAINT PROCESS.....	9
2.12	RESPONSIVENESS.....	10
2.13	MOST FAVORABLE TERMS.....	10
2.14	CONTRACT GENERAL TERMS & CONDITIONS	10
2.15	COSTS TO PROPOSE	10
2.16	NO OBLIGATION TO CONTRACT.....	10
2.17	REJECTION OF PROPOSALS	11
2.18	COMMITMENT OF FUNDS	11
2.19	ELECTRONIC PAYMENT	11
2.20	INSURANCE COVERAGE	11
3.	PROPOSAL CONTENTS	11
3.1	LETTER OF SUBMITTAL (MANDATORY)	12

EXHIBIT C

3.2	MANAGEMENT PROPOSAL	12
3.3	CERTIFICATIONS AND ASSURANCES (MANDATORY)	13
3.4	TECHNICAL PROPOSAL (SCORED)	14
3.5	COST PROPOSAL	15
4.	EVALUATION AND CONTRACT AWARD	16
4.1	EVALUATION PROCEDURE	16
4.2	EVALUATION BREAKDOWN	16
4.3	VIRTUAL PRESENTATIONS MAY BE REQUIRED	16
4.4	NOTIFICATION TO PROPOSERS	17
4.5	DEBRIEFING OF UNSUCCESSFUL PROPOSERS	17
4.6	PROTEST PROCEDURE	17
5.	RFP EXHIBITS	18
Exhibit A	Certifications and Assurances	18
Exhibit B	Diverse Business Inclusion Plan	18
Exhibit C	Workers' Rights Certification	18
Exhibit D	Small or Veteran-Owned Business Certification	18
Exhibit E	Service Grant Format with General Terms and Conditions	18

EXHIBIT C

1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington Department of Commerce, hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit Proposals from those qualified and interested in participating in a project to conduct the Charles Mitchell and George Washington Bush Study on Reparative Action. This study will explore the historical injustices of U.S. chattel slavery and its enduring impacts on the direct descendants of victims, with a focus on the legacy within Washington State laws, policies, and economic structures. The study's final deliverable will be a report due June 30, 2027, presenting findings and recommendations to the Legislature, the Governor, and Washington State's congressional delegation.

The Washington State Legislature has approved \$300,000 in state funding for the study. The Washington State Department of Commerce has reserved 10% (\$30,000) for administrative costs to manage the program. The remaining funds will be distributed evenly, \$135,000 allocated for Fiscal Year 2026 and \$135,000 for Fiscal Year 2027 (Washington's fiscal years begin July 1 and end June 30). Commerce may add additional funding from philanthropic, private, or public sources to expand the scope and depth of the study if those funds become available.

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

Full Legislative Proviso (2025-27 Operating Budget ESSB 5167 p. 39):

(25) \$150,000 of the general fund—state appropriation for fiscal year 2026 and \$150,000 of the general fund—state appropriation for fiscal year 2027 are provided solely for the department, in consultation with the state commission on African American affairs, to contract with a qualified research entity to conduct the Charles Mitchell and George Washington Bush study on reparative action for Washington state's descendants of victims of United States chattel slavery.

(a) The department shall verify and contract, in consultation with the commission on African American affairs, that the contracted research entity or research team possesses expertise in reparations, historical analysis, public policy development, and must have the following:

(i) A researcher who possesses a Ph.D. or equivalent advanced degree in history, African American studies, sociology, American studies, ethnic studies, law, economics, public policy, or a related field with a direct focus on reparations or United States chattel slavery;

(ii) Verifiable expertise in writing peer-reviewed academic studies, publications, or policy reports related to reparations, historical analysis, public policy development, or economic valuation for direct descendants of United States chattel slavery victims;

(iii) Expertise in calculating the present value of uncompensated slave labor for direct victims of United States chattel slavery;

(iv) Substantial knowledge of the history and doctrine of United States chattel slavery reparations and the ability to develop a process requiring Washington residents seeking reparations to demonstrate direct descent from individuals enslaved in the United States between 1776 and 1865;

(v) Demonstrated commitment to reviewing and recommending reparations public policy;

(vi) Professional expertise in the field of reparative justice;

(vii) A composition that, to the greatest extent possible, reflects the diversity of individuals with direct lived experience related to the subject matter of the study; and

EXHIBIT C

(viii) An experienced genealogist on their research team.

(b) The department, in consultation with the state commission on African American affairs shall commission and oversee the Charles Mitchell and George Washington Bush study on reparative action for Washington state's descendants of victims of United States chattel slavery, which shall examine the historical injustices of United States chattel slavery and their enduring impact on direct descendants, particularly as they relate to Washington state laws and policies. The study must include, but is not limited to the following:

(i) Identification, compilation, and synthesization of historical records concerning the institution of United States chattel slavery (1619-1865), including its vestiges within the laws and economic and social practices of Oregon and Washington territories (1848-1889) against freed persons and their direct descendants;

(ii) An assessment of Washington territory and the state of Washington's historical and present role in perpetuating discriminatory practices through laws, policies, and economic structures against direct descendants of the victims of United States chattel slavery, particularly in economic opportunity, education, and criminal justice;

(iii) Appropriate reparative remedies based on study findings, including, but not limited to:

(A) Identified highlights for contributions to federal discussions on reparations, including proposed frameworks for calculating and awarding reparations at the national level;

(B) The identification of existing Washington state laws and policies that continue to disproportionately harm direct descendants of United States enslaved persons and recommendations for their reform or repeal;

(C) Proposed methods for calculating, structuring, and awarding compensation, including both direct cash payments and alternative measures such as enacting appropriate recommended state-level investments in educational access, economic opportunity, and criminal justice reforms; and

(D) A cost-benefit analysis for Washington state on the impact of enacting appropriate, recommended reparative investments in education, economic opportunity, and criminal justice for the direct descendants of United States chattel slavery victims; and

(iv) Utilization of the social determinants of health framework, as outlined by the healthy people 2030 initiative under the United States department of health and human services, to assess economic, educational, and social disparities with the goal of informing Washington state-level policy recommendations.

(c) The department, in consultation with the state commission on African American affairs, shall transmit the selected research entity or research team's following reports:

(i) A preliminary report to the legislature by June 30, 2026, detailing researcher qualifications, study scope, methodology, and an outline plan for continued community engagement plan throughout the study;

(ii) An interim report by December 31, 2026, providing updates on the study's progress and any initial findings; and

(iii) A final report by June 30, 2027, presenting findings and recommendations to the legislature, the governor, and Washington state's federal delegation.

(d) The department may receive and utilize gifts, grants, or endowments from public, private, or philanthropic sources for the sole purpose of the study.

EXHIBIT C

1.2 OBJECTIVES AND SCOPE OF WORK

This research aims to establish a research-driven foundation for reparative justice policy in Washington State with **actionable outcomes**.

Objectives:

1. Document and Address Historical Injustices

Assess the legacy of slavery and discriminatory practices in Washington and recommend remedies that advance racial equity.

2. Inform State and Federal Policy

Develop specific, evidence-based, actionable reparative policies and recommendations for state-level reparative policies and contribute to national discussions on reparations.

A central challenge of this study is to analyze what reparations should entail in a state that was founded after the legal abolition of chattel slavery. Therefore, proposals must demonstrate a sophisticated approach to identifying and analyzing the subsequent and persistent incidents of slavery that have affected Black Washingtonians. This includes, but is not limited to, systemic discrimination in housing, employment, education, the justice system, and economic opportunity. The findings of this study will provide a foundational report for future legislative action.

Scope of Work:

Conduct a study that results in a report with recommendations. The study must include:

1. Compilation of historical records on U.S. chattel slavery (1619–1865) and its legacy in Washington and Oregon territories (1848–1889).
2. Assessment of discriminatory state laws, practices, and economic structures historically and currently impacting descendants.
3. Policy recommendations for:
 - Federal reparations frameworks.
 - Repeal or reform of state policies that harm descendants.
 - Cash and non-cash reparative solutions.
 - Economic valuation of unpaid slave labor.
 - A cost-benefit analysis of reparative investments.
4. Integration of social determinants of health using the Healthy People 2030 framework to analyze disparities in education, economic opportunity, and criminal justice.
5. The following deliverables:

Deliverable	Legislative Due Date	Contents	Deadline to Commerce
Preliminary Workplan	December 19, 2025	A workplan in PowerPoint format comprised of proposed methodology, draft schedule and researcher qualifications to provide Legislative update.	December 5, 2025
Preliminary Report	June 30, 2026	Updated study scope, methodology, and detailed community engagement results and plan.	May 1, 2026
Interim Report	December 31, 2026	Progress updates and preliminary findings and recommendations.	November 1, 2026
Final Report	June 30, 2027	Full findings and final recommendations to the Legislature, Governor, and federal congressional delegation.	May 7, 2027

EXHIBIT C

Tasks:

The selected Contractor will be responsible for conducting research, analysis, and engagement activities to produce a comprehensive final report. The Contractor will manage the project to ensure timely completion of all tasks and deliverables within budget. The work is divided into the following core tasks:

Task 1: Pacific Northwest Historical and Archival Research

The Contractor shall conduct a thorough historical investigation into the specific forms of harm experienced by African Americans in Washington State. This research must be specific to the Pacific Northwest and move beyond a general history of racism in America. Key areas of inquiry include:

- The history of Black pioneers, settlement patterns, and the formation of urban and rural communities.
- The history of institutional racism in Washington, including but not limited to housing discrimination (e.g., racial restrictive covenants), employment and wage discrimination, and inequities in the justice and education systems.
- The history of Black-led institutions, civil rights activism, and community resilience in the state.
- The researcher will maintain an annotated bibliography of study resources and provide that document to Commerce with the Final Report. The bibliography must be formatted in AP style.

Task 2: Economic Analysis and Harm Quantification

The Contractor shall develop and apply a rigorous economic methodology to quantify the financial and economic harms identified in the historical research. This includes:

- Developing economic models to estimate the cumulative wealth lost due to factors like housing discrimination, wage suppression, and lack of access to capital.
- Analyzing the intergenerational economic impact of these historical harms on present-day disparities.
- Drawing upon established methodologies, such as stratification economics and quantitative techniques used in similar studies, while tailoring the approach to the unique history of African Americans in Washington.
- The researcher will provide the economic methodology to Commerce with the Final Report.

Task 3: Community Engagement

The Contractor shall design and implement a statewide community engagement process that centers the descendant community. This process should strive to:

- Build trust and establish credibility with Black communities and stakeholder groups across Washington.
- Incorporate a variety of engagement methods such as public hearings, expert testimony, intimate listening sessions, and the collection of oral histories and personal testimonies.
- Ensure that community input shapes the research, analysis, and final policy recommendations.

Task 4: Public Policy and Legislative Recommendations

The Contractor shall translate all findings into a set of concrete, viable, and legally sound policy proposals for the Legislature. These recommendations should:

- Be directly linked to the specific historical and economic harms identified in the study.
- Be grounded in the established international framework for reparations (compensation, restitution, rehabilitation, satisfaction, and guarantees of non-repetition).
- Be presented in a format that is clear and actionable for lawmakers and their staff.

EXHIBIT C

Task 5: Submit Key Deliverables for Approval

The Contractor must submit the required deliverables within the timeframe in table (RFA Section 1.2), and provide updates as needed after internal review from Commerce.

- A preliminary workplan - A workplan in PowerPoint format comprised of proposed methodology, draft schedule and researcher qualifications to provide Legislative update.
- A preliminary report - Updated study scope, methodology, and detailed community engagement results and plan.
- Interim report - Progress updates and preliminary findings and recommendations.
- A final report - Full findings and final recommendations to the Legislature, Governor and federal congressional delegation.
- All deliverables must comply with state accessibility requirements and align with Commerce's communication standards. The Contractor will be provided a list of all requirements and standards deliverables must meet.
 - i. Preliminary workplan
 - ii. Preliminary report
 - iii. Interim report
 - iv. Final report

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

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

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

Mandatory Qualifications

Team Requirements:

- A research team who contributed to three peer-reviewed publications or policy reports on reparations or economic valuation for descendants of enslaved people.

Expertise in:

- Valuation of uncompensated slave labor
- U.S. chattel slavery and reparations doctrine
- Genealogical research related to direct lineage tracing
- Reparative justice and public policy development

Team Composition and Experience:

- Experience producing peer-reviewed work or policy reports on economic reparations of enslaved persons.
- Includes an experienced genealogist.
- Capacity to perform economic valuation of historical injustices.
- Have a diverse team reflective of the study population's lived experience.
- Experience consulting on public policy reform.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$135,000 each fiscal year for this project. Additional funding is being sought through philanthropic and other donations. Proposals will provide costs for the current budget and will be required to describe what additional work they would prioritize if additional funds can be awarded. In the event additional funding becomes available during the period

EXHIBIT C

of performance, any contract awarded may be amended to provide for additional related services. 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 November 25, 2025, and to end on June 30, 2027. 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:

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.

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.

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

EXHIBIT C

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	Michelle Griffin
E-Mail Address	Michelle.Griffin@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	Wednesday, September 3, 2025
Question & answer period	September 3, 2025 – September 16, 2025
Answers to Q&A posted no later than	September 25, 2025
Pre-Proposal Conference Zoom Meeting Link: https://wastatecommerce.zoom.us/j/81802847270?pwd=SBjYVHh0txfKVLPSvQ7BQbRGfdMHtZ.1	Wednesday, September 10, 2025, at 12:00 PM
Proposals due	Wednesday, October 15, 2025, no later than 4:00 PM
Evaluate proposals	October 20, 2025 – November 3, 2025
Conduct virtual presentations with finalists, if required	November 4, 2025
Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful Proposers	Wednesday, November 5, 2025 – November 10, 2025
Hold debriefing conferences (if requested)	November 11, 2025 – November 25, 2025
Negotiate contract	November 11, 2025 – November 25, 2025
Earliest date contract may be signed	November 25, 2025

COMMERCE reserves the right to revise the above schedule.

EXHIBIT C

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

A pre-proposal conference will be held on **Wednesday, September 10, 2025**, at 12:00 PM, Pacific time. The pre-proposal conference will be virtual only, on a platform such as Zoom or Microsoft Teams. The link to the Zoom meeting is:

<https://wastatecommerce.zoom.us/j/81802847270?pwd=SBjYVHh0txfKVLPSvQ7BQbRGfdMHtZ.1>

All prospective Proposers are encouraged 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 THIS SECTION REMOVED

2.6 SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than Wednesday, October 15, 2025, at 4:00 PM, Pacific Time.

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.

2.7 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

EXHIBIT C

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.

2.8 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will be published anywhere the RFP is posted, including on COMMERCE'S public webpage, located at <https://www.commerce.wa.gov/contracting/>.

You may also send your name and e-mail address to the RFP Coordinator to request to receive any NOFO addenda.

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

2.9 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

2.10 ACCEPTANCE PERIOD

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

2.11 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.

EXHIBIT C

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 Commerce's webpage. 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.

2.12 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 after the announcement of the Apparently Successful Contractor(s).

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.

2.13 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.

2.14 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 E. This sample contract is for information and review only and should not be returned with your Proposal. 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.

2.15 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.

2.16 NO OBLIGATION TO CONTRACT

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

EXHIBIT C

2.17 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.

2.18 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.

2.19 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.

2.20 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 eight 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 - A detailed line-item budget for all project costs.
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)

Applicants are encouraged to submit proposals including a Partnership Plan with a signed Letter of Commitment from a qualifying Washington-based academic partner.

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.

EXHIBIT C

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 and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number **and** the Washington Uniform Business Identification (UBI) number issued by the state of Washington. 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 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, including any subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Staff identified in the Proposal must actually perform the assigned work. Any staff substitution must have prior approval from COMMERCE.
- 3. Demonstrate how your team will lead a complex, community-centered project with integrity, transparency, and adaptability.
- 4. Emphasize your strategies for collaboration, communication, risk leadership, and continuous learning to ensure the reparations study is accountable, inclusive, and has potential to deliver impactful recommendations.

EXHIBIT C

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:
 - Reparations-Specific Track Record with demonstrated experience in analyzing, advocating for, enacting, or implementing reparations legislation specifically for descendants of U.S. chattel slavery.
 - Published/Reputable Research on Slavery or Reparations. Prior scholarly or authoritative work on reparations or U.S. chattel slavery.
 - Economic Analysis Skills - Expertise in calculating the present value of uncompensated slave labor for direct victims.
 - Historical and Operational Knowledge - deep understanding of slavery reparation theories, methodologies, and legal-historical doctrine. Ability to handle descendant identification using genealogy (descendants of enslaved between 1776–1865).
 - Professional Reparative Justice Credentials – proven commitment to reparations policy development; recognized expertise in reparative justice.
 - Team Composition Requirements - A diverse team reflecting lived experiences related to the study's subject matter. Inclusion of at least one experienced genealogist.
2. Indicate any other relevant experience that shows the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.
3. Research Team Composition, including resumes and bios.

Clearly identify:

- Principal investigator and relevant credentials.
 - Genealogist qualifications.
 - Any team members with lived experience or community ties.
4. 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. COMMERCE may award extra points to entities that are new to state contracting or pass-through funding in its sole discretion.
 5. Provide links to three peer-reviewed publications or policy reports on reparations.

3.3 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).

EXHIBIT C

3.4 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 approach and methodology for the project. This section should convey Proposer's full understanding of the proposed project.
 - o Detailed research methodology.
 - o Approach to community engagement.
 - o Policy development strategy.
 - o Framework for calculating reparations and cost-benefit analyses.
- B. Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully complete the project. 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.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts 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.

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.

EXHIBIT C

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.

D. 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 or <https://www.dva.wa.gov/>.

3.5 COST PROPOSAL

The total amount proposed must not exceed the amount specified in Section 1.4 to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the 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 (SCORED)

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.

Itemized Budget and Cost Proposal

Respondents must submit a line-item budget for each study component listed below to support targeted fundraising efforts. Each line should include personnel time, travel, data acquisition, analysis, and overhead where applicable:

- Historical research and record compilation.
 - Legal and policy assessment of state and territorial laws.
 - Reparations framework and economic valuation models.
 - Genealogical analysis methodology.
 - Cost-benefit analysis of reparative policies.
 - Community engagement planning and execution.
 - Report writing, publication, and presentation costs.
 - Administrative overhead.
- Costs for work to be completed by subcontractors are to be broken out separately for all budgets provided.

EXHIBIT C

Respondents should:

- Provide a base budget plan for \$135,000 for Fiscal Year 2026 and \$135,000 for Fiscal Year 2027.
- Provide an expanded budget proposal showing how additional funds (up to \$1.5 million) would enhance or expand the scope of the study (e.g., deeper genealogical tracing, broader stakeholder engagement, more robust economic analysis, enhanced policy simulations, etc.).

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 – 80%

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

Management Proposal – 20%

Project Team Structure
Internal Controls
Staff Qualifications and Experience

Cost Proposal is scored by dividing the lowest cost received by the Proposer's total cost and the result is then added to the combined score for the Technical and Management Proposals.

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).

COMMERCE reserves the right to award the contract(s) to the Proposer(s) 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

EXHIBIT C

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.

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. 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.

EXHIBIT C

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 Service Grant Format with General Terms and Conditions

EXHIBIT C

EXHIBIT A

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

EXHIBIT B

DIVERSE BUSINESS INCLUSION PLAN

Please see Section 2.9 for more information regarding the Diverse Business Inclusion Plan.

If awarded a contract as a result of this RFP, do you anticipate subcontracting* with or purchasing from any of the following:

	Yes	No
State Certified Minority Owned Businesses?	☐	☐
State Certified Woman Owned Businesses?	☐	☐
State Certified Veteran Owned Businesses?	☐	☐
Washington Small Businesses?	☐	☐

Organizational Goals:

Please list the approximate percentage of funding received through this RFP which is expected to be subcontracted to each subcontractor category:

For example, say the total contract amount is \$10,000. Of that, \$1,000 will be subcontracted to a business to create one of the deliverables and the organization plans to use a Washington Small Business. They would enter "10%" on the appropriate line below. On the other hand, if all subcontracts will be with nonprofit organizations or with businesses not described below, they would enter "0%".

State Certified Minority Owned Businesses:	___%
State Certified Woman Owned Businesses:	___%
State Certified Veteran Owned Businesses:	___%
Washington Small Businesses:	___%

Please list the approximate percentage of purchases reimbursed by funding received as a result of this RFP that will be made from each category:

For example, say allowable expenses are estimated to be \$1000, most of which will reimburse the cost of supplies purchased from various sources. If the organization plans to make half of those purchases from a Certified Woman-Owned Business, they would enter "50%" on the appropriate line below.

State Certified Minority Owned Businesses:	___%
State Certified Woman Owned Businesses:	___%
State Certified Veteran Owned Businesses:	___%
Washington Small Businesses:	___%

If you plan to subcontract and/or purchase with funding received as a result of this RFP and answered 'No' to all questions above, please explain:

Click or tap here to enter text.

- ☐ I/We do not plan to subcontract any of the work described in this RFP.
- ☐ I/We do not plan to make any purchases reimbursable under this RFP.

Please identify the person in your organization who will manage your Diverse Business Inclusion Plan related to this project:

Name: _____
Title: _____
Phone: _____
E-Mail: _____

***Please note that subcontracting must be done in accordance with contractual terms and conditions which may include specific subcontractor selection requirements. Do not select subcontractors until you have reviewed all applicable requirements.**

EXHIBIT C

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.

RFP Number: **26-33740-001**

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.

EXHIBIT C

EXHIBIT D

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 next question is optional. For informational purposes only, does your business hold one or both of the following certifications?

- ☐ 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

EXHIBIT C

Exhibit E



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

Start Date: Click or tap to enter a date

EXHIBIT C

Table of Contents

<u>Table of Contents</u>	3
<u>Face Sheet</u>	5
<u>Special Terms and Conditions</u>	6
1. <u>CONTRACT MANAGEMENT</u>	6
2. <u>ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING</u>	6
3. <u>COMPENSATION</u>	6
4. <u>BILLING PROCEDURES AND PAYMENT</u>	6
5. <u>SUBGRANTEE DATA COLLECTION</u>	7
6. <u>INSURANCE</u>	8
7. <u>FRAUD AND OTHER LOSS REPORTING</u>	9
8. <u>ORDER OF PRECEDENCE</u>	9
<u>General Terms and Conditions</u>	10
1. <u>DEFINITIONS</u>	10
2. <u>ACCESS TO DATA</u>	10
3. <u>ADVANCE PAYMENTS PROHIBITED</u>	10
4. <u>ALL WRITINGS CONTAINED HEREIN</u>	11
5. <u>AMENDMENTS</u>	11
6. <u>AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35</u>	11
7. <u>ASSIGNMENT</u>	11
8. <u>ATTORNEYS' FEES</u>	11
9. <u>BREACHES OF OTHER STATE CONTRACTS</u>	11
10. <u>CONFIDENTIALITY/SAFEGUARDING OF INFORMATION</u>	11
11. <u>CONFLICT OF INTEREST</u>	12
12. <u>COPYRIGHT</u>	12
13. <u>DISPUTES</u>	13
14. <u>DUPLICATE PAYMENT</u>	13
15. <u>GOVERNING LAW AND VENUE</u>	13
16. <u>INDEMNIFICATION</u>	13
17. <u>INDEPENDENT CAPACITY OF THE GRANTEE</u>	14
18. <u>INDUSTRIAL INSURANCE COVERAGE</u>	14
19. <u>LAWS</u>	14
20. <u>LICENSING, ACCREDITATION AND REGISTRATION</u>	14

EXHIBIT C

<u>21.</u>	<u>LIMITATION OF AUTHORITY</u>	14
<u>22.</u>	<u>NONDISCRIMINATION</u>	14
<u>23.</u>	<u>PAY EQUITY</u>	15
<u>24.</u>	<u>POLITICAL ACTIVITIES</u>	15
<u>25.</u>	<u>PUBLICITY</u>	15
<u>26.</u>	<u>RECAPTURE</u>	15
<u>27.</u>	<u>RECORDS MAINTENANCE</u>	16
<u>28.</u>	<u>REGISTRATION WITH DEPARTMENT OF REVENUE</u>	16
<u>29.</u>	<u>RIGHT OF INSPECTION</u>	16
<u>30.</u>	<u>SAVINGS</u>	16
<u>31.</u>	<u>SEVERABILITY</u>	16
<u>32.</u>	<u>SITE SECURITY</u>	16
<u>33.</u>	<u>SUBGRANTING/SUBCONTRACTING</u>	16
<u>34.</u>	<u>SURVIVAL</u>	17
<u>35.</u>	<u>TAXES</u>	17
<u>36.</u>	<u>TERMINATION FOR CAUSE</u>	17
<u>37.</u>	<u>TERMINATION FOR CONVENIENCE</u>	17
<u>38.</u>	<u>TERMINATION PROCEDURES</u>	17
<u>39.</u>	<u>TREATMENT OF ASSETS</u>	18
<u>40.</u>	<u>WAIVER</u>	19
<u>Attachment A: Scope of Work</u>		20
<u>Attachment B: Budget</u>		1

EXHIBIT C

Face Sheet

Contract Number: <Insert Number>

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

1. Contractor <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Contractor Doing Business As (as applicable) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Contractor Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative <Insert name> <Insert mailing address> <Insert title> <Insert physical address> <Insert phone> <Insert location> <Insert FAX> <Insert e-mail>	
5. Contract Amount <Insert \$ Total>	6. Funding Source Federal: ☐ State: ☐ Other: ☐ N/A: ☐		7. Start Date <Insert date>
8. End Date <Insert date>			
9. Federal Funds (as applicable) <Insert \$ amount>		Federal Agency: <Insert name>	
ALN <Insert number>			
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. UEI # <Insert number>
14. Award Method ☐ Non-Competitive ☐ Competitive		NOFO/RFX # <Insert competitive process number or N/A>	
Proviso # <Insert Proviso Number or N/A>			
15. Contract Purpose <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.>			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

EXHIBIT C

Special Terms and Conditions

1. 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.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING [removed]

3. COMPENSATION

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

Expenses

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

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Contractor shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Contract Number .

If applicable, Contractor must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Contract which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Contractor's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Contract or withhold payments 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. No payments in advance of or in anticipation of any

EXHIBIT C

expense reimbursable under this Contract shall be made by COMMERCE

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Contractor must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Contract.

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 subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

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

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The Contractor may contact _____ at _____ for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Public Owner reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Public Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Public Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Public Owner, and (ii) paid to Subcontractors, no later than _____, issuance of each payment made by the Public Owner to the Contractor, unless otherwise specified in writing by the Public Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access

EXHIBIT C

Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

d. Monitor contract payments and respond promptly to any requests or instructions from the Public Owner or system-generated messages to check or provide information in Access Equity.

e. Coordinate with Subcontractors, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

6. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the 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 maintain the following policies in full force and effect during the term of this Contract:

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

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

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

EXHIBIT C

Combined Single Limit for bodily injury and property damage.

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

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

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

7. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee 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
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

EXHIBIT C

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the 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. "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).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of the work under this Contract under a separate agreement with the Contractor. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the 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.

EXHIBIT C

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. BREACHES OF OTHER STATE CONTRACTS

Contractor is expected to comply with all other contractual agreements executed between Contractor and the State of Washington. A breach of any other contract or grant agreement entered into between Contractor and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Contract.

10. 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

EXHIBIT C

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.

11. 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.

12. COPYRIGHT

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

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

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

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

EXHIBIT C

13. 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.

14. 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.

15. 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.

16. INDEMNIFICATION

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

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

The Contractor'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.

EXHIBIT C

17. INDEPENDENT CAPACITY OF THE GRANTEE

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

EXHIBIT C

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 25 (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.

23. 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.

24. POLITICAL ACTIVITIES

Political activities 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.

25. 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.

26. 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

EXHIBIT C

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.

27. 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.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

Unless exempt from State law, the Contractor shall complete registration with the Washington State Department of Revenue.

29. 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.

30. SAVINGS

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

31. 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.

32. 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.

33. SUBGRANTING/SUBCONTRACTING

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

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

EXHIBIT C

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Contract. Contractor is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subgrant/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 subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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

EXHIBIT C

(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 the Authorized Representative. 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.

39. 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

EXHIBIT C

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.

40. WAIVER

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

EXHIBIT C

Attachment A: Scope of Work

EXHIBIT C

Attachment B: Budget