

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

Enterprise Health and Safety Renovation-Early Learning Facilities Grant Opportunity

June 2024

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process to renovate and expand current childcare facilities that increase the health and safety of children in Washington State. These grant dollars will provide renovation, and construction grants to center-based and home-based early learning providers and organizations.

OVERVIEW

Enterprise is seeking Request for Proposals (RFP) for the Washington Early Learning Loan Fund (WELL) through the Washington State Department of Commerce (DOC). Funding is available to support the construction of new childcare facilities or the renovation of existing childcare facilities that support health and safety measures. All projects must be in Washington State.

IMPORTANT DATES & LINKS

Informational Webinar: Friday, June 28, 2024, at 12 PM – 1:30PM PST- Register for the webinar here: [Click here](#)

Proposals Due: Wednesday, July 31, 2024, at 8:59PM PST

Award Notification: estimated by September 30th, 2024

Period of Performance: estimated through June 1, 2026

Technical Assistance hours will be held on the following dates: [Book time by clicking this link](#)

- Monday, July 1 from 7AM – 2PM
- Tuesday, July 2 from 9AM – 4PM
- Monday, July 8 from 7AM – 2PM
- Tuesday, July 9 from 9AM - 4PM

Applications can be submitted here: [SlideRoom Link](#)

Access the application materials and landing page here: [Click here](#)

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About Enterprise

[Enterprise](#) is a national nonprofit that exists to make a good home possible for the millions of families without one. We support community development organizations on the ground, aggregate and invest capital for impact, advance housing policy at every level of government, and build and manage communities ourselves. Since 1982, we have invested \$72 billion and created 1 million homes across all 50 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands – all to make home and community places of pride, power and belonging.

Enterprise Community Partners (Enterprise) serves as an intermediary organization, overseeing the implementation of Washington Early Learning Loan Fund (WELL), and managing a variety of funding for major early learning construction projects. Enterprise can provide grants, loan funding, and technical assistance to help early learning providers navigate the development process. Funded construction projects may include renovation, expansion, or new construction.

In the short-term, Enterprise will expand access to quality early learning by funding the renovation and expansion of existing early learning centers and the construction of new facilities. In the long-term, this will strengthen the early learning system in Washington State which will reduce educational achievement gaps by ensuring that more children develop the physical, behavioral, and cognitive abilities to thrive in kindergarten.

Project Background and Overview

The WELL fund was created in 2020 with an objective to increase early learning slots statewide and especially slots to support low-income families. This is possible from partnerships including public and private funding the Washington State Department of Commerce (DOC), the Ballmer Group, the Bill and Melinda Gates Foundation, the Seattle Foundation and other private capital, that supports the expansion and development of new early learning facilities. This grant is in partnership with the Washington State Department of Commerce and will align with DOC grant contracting requirements.

Grants to early learning facilities for facility renovation, remodeling, and expansion of capital expenditures as prescribed in Washington Laws of 2023, Chapter 474, Section 7014:

1. Support increased social distancing requirements; or
2. Support increased health and safety measures; or
3. Provide increased outdoor space; or
4. Increase or preserve early learning slots within a facility or community.

Eligible Applicants and Deliverables

Enterprise seeks a contractor to

Eligible Organizations:

- Licensed home-based and Licensed center-based facilities
- Early childhood education and assistance program providers (ECEAP)
- Working connections child care providers who are eligible to receive state subsidies (WCCC)
- Licensed early learning centers not currently participating in the early childhood education and assistance program, but intending to do so
- Developers of Housing and Community Facilities
- Community and Technical Colleges
- Educational Service Districts
- Local Governments
- Federally Recognized Tribes in the State
- Religiously Affiliated Entities

Organizations will be required to demonstrate the following if awarded:

1. Commit to being an active participant in good standing with the early achievers program as defined by chapter [43.216](#) RCW; and
2. Demonstrate that projects receiving construction, purchase, or renovation grants must also:
 - (a) Demonstrate that the project site is under the applicant's control for a minimum of ten years, either through ownership or a long-term lease; and
 - (b) Commit to using the facility funded by the grant for the purposes of providing preschool or child care for a minimum of ten years.
3. Must have a WA State business license to provide early learning services
4. Must be or plan to register with the Department of Revenue (DOR)
5. Prepared to work with contractors aligning with Prevailing Wage Rates
6. Funded projects will be required to submit reporting requirements during and upon completion of grant period of performance, including but not limited to:
 - (a) Total childcare slots and classrooms created
 - (b) Organizational sustainability and next steps
 - (c) Community impacts
 - (d) Pictures, plans or other documentation noting completion of project
7. Adhering to Leadership in Energy and Environment Design (LEED) 2005 Legislature passed a law requiring grant recipients to comply with “high performance” or “green” building

standards (Chapter 39.35D RCW), if applicable to project type.

8. Complete Department of Archaeological and Historical Preservation (DAHP) Project Review and local Tribe consultation

Enterprise seeks grantees who improve the educational outcomes for students in vulnerable and underserved populations, including:

- Children and youth of color;
- Children and youth from families at or below two hundred percent of the federal poverty level;
- Children and youth who are homeless, in the foster care system, in the child welfare system or are at risk of being involved or involved in the juvenile justice system;
- Children and youth with disabilities
- Children and youth who identify as LGBTQ; and
- Otherwise vulnerable children and youth

Budget

Include applicable budget information:

- Amount of funding available: estimated \$7,610,770
- Anticipated number of awards: estimated up to 20 awards
- Final awards are intended to include renovation and construction projects
- Funded projects may be eligible to request cost reimbursement or invoice-based reimbursement funding. Grantees elect the best reimbursement for their organization, please see the two applicable options below:
 - Standard Disbursement - Organization pays for costs upfront, then submits for reimbursement after initial payment + receipts incurred
 - Invoice Based – Organizations receive their invoices for project costs, immediately send to Enterprise for disbursement, and follow up with Enterprise providing proof of payment receipt*
- Estimated average award amount: Minimum \$10,000 Dependent upon grant applications
- Maximum Funding for Minor Renovations: \$220,389.00
- Maximum Funding for Construction: \$2,550,186.00

The above estimates are subject to change upon review of applicants and projects, and overall funding availability.

The following costs are **not** eligible for these grants:

- Bathtubs, any bathroom not expressly for the children being served
- Temporary facilities or costs related to moving between facilities
- Routine and/or deferred maintenance including required work to meet regulatory authority findings, stop-work orders, or the facility being closed due to health and safety violations
- Emergency funding including repair costs (fire, flood, or other costs not covered by insurance) -
- Furniture, consumables such as window treatments, bedding, linens/towels, standalone organizational systems, signage, stand-alone lighting, electronics, educational materials, toys, teaching aids, materials related to childcare operations, artwork, etc.
- Food/Snacks
- A standalone kitchen and does not expand subsidized capacity, portable kitchen appliances (microwaves, coffee makers, toasters, waffle irons, juicers, etc.) and appliances not specifically for the use of childcare
- Lease or mortgage payments, utility bills, cable/satellite, office equipment, maintenance, salaries, vehicles, or any cost associated with facility operations
- Staffing costs or other salaries
- Any cost not essential to carry out the function of the facility.
- Acquisition, Predevelopment related activities
- Vehicle Charging Stations
- Off-site consultants or grant writers

Proposal Materials

Attachment 1

Selection Criteria

Selection criteria will be provided during the Webinars held on Friday, June 21 at 10AM PST. This webinar will be recorded, and additional webinars may be scheduled, based on need. The RFP document will be updated with the selection criteria and reposted after that time.

Submission Instructions

Proposals are due by Wednesday, July 31, 2024, at 8:59 PM PST.

Inquiries concerning this RFP should be directed to Savannah Daniels, Program officer at sdaniels@enterprisecommunity.org no later than Wednesday, July 24th, 2024. Technical Assistance hours will be held on the following dates via ZOOM. : [Book time Savannah: Enterprise State Grant](#)

[Technical Assistance Q&A](#)

- Monday, July 1 from 7AM – 2PM
- Tuesday, July 2 from 9AM – 4PM
- Monday, July 8 from 7AM – 2PM
- Tuesday, July 9 from 9AM-4PM

Proposals must be submitted in SlideRoom by clicking here:

<https://enterprise.slideroom.com/#/permalink/program/78737>

All costs incurred in the preparation of a response to this RFP are the responsibility of the applicant and will not be reimbursed by Enterprise Community Partners, Inc.

By submitting a proposal, applicant commits to the terms and conditions outlined in this RFP. Requests for exception to any terms or conditions must be submitted with the proposal. Enterprise reserves the right to deny requests for exception to any terms and conditions. Requested exceptions will be factored into Enterprise's consideration of award.

Right to Reject

Enterprise reserves the right, in its sole discretion, to reject any and all responses received in response to this RFP. A contract for the accepted response will be based upon the factors described in this RFP.

Small Businesses, Minority-Owned Firms, and Women's Business Enterprises

Enterprise will make efforts to utilize small businesses, minority -owned firms, and women's business enterprises.

Confidentiality

If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

Notification of Selection and Timeline

Application Closes: Wednesday, July 31, 2024, at 8:59PM PST

Enterprise Internal Application Review: Monday, August 5th, 2024 through Friday August 30th, 2024 (estimated)

Award Notifications: Estimated by September 30th, 2024

Conflict of Interest

The applicant must disclose, in an attachment to the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the proposal, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant's employees or their families' business or financial interests ("interests") and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise's satisfaction or the applicant may be disqualified from consideration under this RFP. "Conflict of interest" shall include, but not be limited to the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant's performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

Applicable Requirements

Attachment 1: Proposal Materials

Attachment 2: Enterprise Standard Terms & Conditions

Attachment 3: Funder Flow Down Provisions

Attachments

Application Questions:

ORGANIZATION QUESTIONS:

- 1) Have you read the Request for Proposal (RFP) guidelines for this funding round as posted to the Enterprise Early Learning RFP webpage? (*Reading the materials before applying is a requirement to be considered for funding*) Multiple Choice (limit one)

- a) Yes
 - b) No
- 2) I understand that this grant may be reported as taxable income depending on the business type and that I will need to consult with an accountant to determine which of the project activities are tax deductible. If awarded, I will complete due diligence as needed.
- a) Yes
 - b) No
- 3) If the project is selected for funding, compliance with all applicable state Public Works statutes (RCW 39.80 and 39.04), Prevailing Wage (RCW 39.12) and Apprenticeship may be required. These requirements must be followed if applicable to the proposed project. Do you agree to abide by all applicable statutes? Please indicate that you agree to abide by Public Works Statutes. For more information on Prevailing Wage, please go to <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
- a) Yes
 - b) No
- 4) I understand that submitting the requested budget as an attachment is a requirement to have my application considered complete. (Please attach and upload the provided template budget form to the application in the “Attachments”)
- a) Yes
 - b) No
- 5) I understand that submitting photos, visuals, including designs, drawings, or schematics as an attachment is a requirement to have my application considered complete. (Please attach and upload visuals to the application in the “Attachments”)
- a) Yes
 - b) No
- 6) Organization Name: (fill-in 200 characters)
- 7) Point of Contact: (fill-in 200 characters)
- a) Name:
 - b) Title:
 - c) Phone:
 - d) Email:
- 8) Billing Address (*Please include the complete address City, WA*): (fill-in 200 characters)
- 9) Project Address (if different from Billing Address above): *Fill-in*
- 10) Zip Code (Fill in 20 characters)
- 11) Please select the county in which your project is located: Select One
- a) Adams County
 - b) Asotin County
 - c) Benton County
 - d) Chelan County
 - e) Clallam County

- f) Clark County
- g) Columbia County
- h) Cowlitz County
- i) Douglas County
- j) Ferry County
- k) Franklin County
- l) Garfield County
- m) Grant County
- n) Grays Harbor County
- o) Island County
- p) Jefferson County
- q) King County
- r) Kitsap County
- s) Kittitas County
- t) Klickitat County
- u) Lewis County
- v) Lincoln County
- w) Mason County
- x) Okanogan County
- y) Pacific County
- z) Pend Oreille County
- aa) Pierce County
- bb) San Juan County
- cc) Skagit County
- dd) Skamania County
- ee) Snohomish County
- ff) Spokane County
- gg) Stevens County
- hh) Thurston County
- ii) Wahkiakum County
- jj) Walla Walla County
- kk) Whatcom County
- ll) Whitman County
- mm) Yakima County

12) Is your organization self-identified as a Woman or Minority Owned Business? Select One

- a) Woman owned business
- b) Minority owned business
- c) Both Woman and Minority owned business
- d) Other – (fill in)

- 13) Employer Identification Number (EIN, tax ID #): (fill-in 200 characters)
- 14) Washington State Business License or Tribal License: (fill-in 200 characters)
- 15) Statewide Vendor Number (SWV) *If you do not have an applicable SWV# at the time of application, enter NA. Short Answer (40 character limit)*
- 16)** Is your business currently licensed with the Department of Revenue (DOR) or can the business become licensed by DOR? *(limit one)*
- a) Yes, currently licensed
 - b) Not currently licensed but can be licensed
 - c) Not currently licensed and cannot be licensed
- 17)** If the project is selected for funding, all non-profit or for-profit entities must be registered with the Washington State Secretary of State's (SOS) office. Is the applicant currently registered with SOS or can the entity become registered with SOS? *(limit one)*
- a) Yes, currently licensed
 - b) Not currently licensed but can be licensed
 - c) Not currently licensed and cannot be licensed
- 18) What type of eligible organization is the applicant? *(Select the most appropriate option)*
Multiple Choice *(limit one)*
- a) Licensed Home-based child care facility
 - b) Licensed Center-based child care center
 - c) Developer of housing and community facilities for the purpose of including early learning facilities
 - d) Community and Technical College
 - e) Educational Service District
 - f) Local Government
 - g) Federally Recognized Tribes in the States
 - h) Religiously Affiliated Entity
 - i) Private School, Charter School, or Tribal Schools Not Affiliated with a Public School District,
- 19) If this application is one of several project applications for this funding round, provide a ranked list that clearly indicates project priority if all submitted project applications are not able to be selected for funding., Short Paragraph
- 20) Is this project being proposed in this application part of a larger facility or capital construction project? *(Select all that apply)*
- a) Affordable housing or multi-family housing project
 - b) Mixed-use development
 - c) Renovation or redevelopment of a campus
 - d) A facility with multiple phases that will occur over a period of greater than two years
 - e) A multi-story commercial development
 - f) NA , Multiple Choice (multiple options)

- 21) If you have Affordable housing or multi-family housing project, please list affordable housing partner(s): (200 character limit)
- 22) If you are a housing developer, who is your early learning provider partner? (200 character limit)
- 23) Who is the applicant in this grant application? *Note that affordable housing developers and/or consultants can apply for this grant, however you must be partnered with an early learning provider to be eligible.* (Fill in 200 character limit)
- 24) Capital projects can involve multiple development and construction-related activities. Specifically, how will this grant be used?
- a) Expansion of a current facility square footage
 - b) Construction of a new facility
 - c) Renovation of current facility square footage
- 25) If this project is renovating the current square footage, please indicate the closest project type. *If not applicable, please select N/A*
- a) Conducting health and safety renovations but not additional childcare slots
 - b) Conducting health and safety renovations while increasing childcare slots
 - c) Conducting health and safety renovations to protect childcare slots at risk of being lost
 - d) Other: _____ fill in _____
 - e) N/A
- 26) In what quarter and year do you anticipate project completion and opening of the facility? Fill in (200 characters)
- 27) If the project is selected for funding, will the awarded funds be spent by 12/31/2025? (Fill in 200 character limit)
- 28) Do you currently have a license or plan to have a license through DCYF for center-based or home-based childcare? (Multiple choice limit one)
- a) Yes, I have a current license with DCYF
 - b) No, but plan to become licensed with DCYF
 - c) No, I am not licensed and do not plan to become licensed
- 29) Do you currently operate, or plan to operate an ECEAP, Head Start/Early Head Start, WCCC program or a similar subsidy program type?
- a) Yes
 - b) No
- 30) If currently licensed and operating, please select the appropriate subsidized care programs you offer at your site (Select the most appropriate): *Check all that apply*
- a) Working Connections Child Care (WCCC) provider
 - b) Early Childhood Education and Assistance Program provider (ECEAP)
 - c) Head Start/Early Head Start
 - d) Other (specify)
- 31) Do you incorporate any additional subsidy that serves low-income children and families/households? If so, indicate which subsidies: *Check all that apply*

- a) Homeless childcare subsidy
 - b) Foster care
 - c) Scholarship
 - d) Sliding scale
 - e) Other: _____(Fill-in) _____
- 32) What is your program's Early Achievers status: Multiple Choice (limit one)
- a) Currently an Early Achievers program participant in good standing
 - b) In the process of being rated as an Early Achievers participant
 - c) Intending to become an Early Achievers program participant
 - d) Does not intend on enrolling in Early Achievers
 - e) Other (Fill In)
- 33) Has a direct appropriation or other competitive awards from the Department of Commerce Early Learning Facilities (ELF), Enterprise, or other similar entity been awarded for any work previously conducted at the site? (If this question does not apply, answer NA. If the answer is yes, tell us how the scope of work for this proposed project will be different than all other scopes of work from other awards at this site). Long Answer (1000 character limit)

PROJECT DATA QUESTIONS:

- 34) Do you currently own the site or have a long-term lease? Select One
- a. Own
 - b. Long-term lease
 - c. Neither
- 35) If the site is leased, what is the current length of the lease and how much remains on the term? Select One
- a. Lease of 10 or more years remaining on the term and owner is aware we have applied for this funding and is supportive of the requirements of this grant.
 - b. Lease of 10 or more years remaining on the term and owner is not aware we have applied for this funding.
 - c. Lease of less than 10-years remaining on the term and owner is aware we have applied for this funding and is supportive of extending the lease to meet the requirements of this grant.
 - d. Lease of less than 10-years remaining on the term and owner is not aware we have applied for this funding.
 - e. None of the above, site TBD
 - f. None of the above, site is owned
- 36) Once the proposed project is complete, what is the anticipated square footage of the total licensed space of the early learning site? (Answer NA if this does not apply to the project.), Short Answer (Single line 100 character limit)
- 37) After project completion, will you be adding new classrooms?
- a) Yes

- b) No
- 38) After project completion, will you be adding new child care slots?
 - a) Yes
 - b) No
- 39) After project completion, how many anticipated new classrooms will this project create? (Fill in 200-character limit) *If you are not adding new slots or classrooms, please write NA*
- 40) After project completion, how many anticipated new childcare slots will this project create? (Fill in 200 character limit)
- 41) Please input the amount of slots per age group that will be created after project completion.
 - a. Infants
 - b. Toddlers
 - c. Pre-School
 - d. School Age
 - e. Other - explain
 - f. To be determined, Short Paragraph (300 character limit)
- 42) Of these new childcare slots, how many will be subsidized childcare slots? (Fill in 200 character limit)
- 43) Of the subsidized slots, please indicate the maximum amount of slots for each subsidy type: (Fill in 100 character limit each)
 - a. Working Connections Childcare Slots: _ (fill-in) ____
 - b. ECEAP slots: _ (fill-in) ____
 - c. Head Start/Early Head Start slots: _ (fill-in) ____
 - d. Homeless childcare subsidies: _ (fill-in) ____
 - e. Other local childcare slots: _ (fill-in) ____
- 44) If the project includes both subsidized and private pay slots, please indicate the ratio of each here: (Fill in 100 character limit)

ORGANIZATIONAL DESCRIPTION AND COMMUNITY IMPACT: *Narrative questions. Please respond to the following questions as if the reader does not know about your organization or programming.*

45) If your organization has a mission statement, please state it here. *Please do not include hyperlinks to organization websites: 400 characters max*

- 46) The following questions help us understand who you serve or intend to serve in your community. 800 characters max for each response
- a. What are the demographics of your child care facility's service area?
 - b. What community assessments have you done to understand your community's childcare needs?
 - c. How will access to cultural food be provided?
 - d. How will services for families who are unhoused or may be experiencing homelessness be coordinated?
 - e. Describe how your organization connects families/households to transportation to

and from your early learning center. Please indicate whether your childcare facility will be accessible via mass transit, transportation provided by the operating facility or other.

- f. How will language barriers or services to dual language learners be provided?
- g. Please describe how specialized supports for children with complex needs and special needs will be provided.
- h. Will non-traditional hours (early morning, overnight, evening or weekend care) for families be available?

47) Describe the early learning provider's expertise and experience in providing inclusive and culturally responsive care and curriculums to children who are Black, Indigenous, People of Color (BIPOC), and/or children who are from refugee and immigrant families. 1000 characters max

48) How will services for tribal members be coordinated? If you do not yet have services for tribal members, please describe how you intend to service tribal members 500 characters

49) Describe any additional/other service coordination or service referrals you regularly conduct to strengthen the family/household.

50) Describe the community partnerships the applicant, and early learning provider, if different, has formed through collaboration, coordination, and community networking with other organizations to strengthen your early learning program. How long has the applicant worked with community partners and organizations?

- a) If you do not have any existing community partnerships, what is your plan to cultivate them and how do you want to work with community partners? 800 characters max

PROJECT DESCRIPTION: *Narrative questions. Please do not assume that anyone reading this application knows anything about you, your area, or the development/construction of the project as proposed*

51) Please describe how the proposed project will improve health and safety in childcare when the project is complete. (1000 characters limit max)

52) Scope of Work: Explain in detail the work to be done and what these funds will pay for.

Describe the current state of the facility and the intended result after the project is complete. If renovation, list all the components of the facility that are being renovated. If major construction, describe what construction phase and activities these funds will pay for. 2000 characters max

PROJECT FEASIBILITY MILESTONES:

53) Please provide the dates of completed project milestones. If activities have not yet been completed, please provide the expected timeline. Activities are listed below. 100 characters max each, all fill in

1. *Feasibility Study*
2. *Market Study*
3. *Knowledge of LEED, WSSP or ESDS requirements*
4. *Knowledge of Prevailing Wage requirements*
5. Lease agreement executed, if you do not own the property
6. Architectural design
7. Permitting and zoning review
8. Bid process for General Contractor
9. Construction cost estimates and budget
10. Equipment budget
11. *Site preparation (demolition or other) to break ground or begin renovations*
12. Projected renovation or major construction start date
13. Licensure for ECEAP slots and/or completed requirements for new WCCC subsidized families.
14. Participation in Early Achievers program
15. *Projected completion date of new construction or renovation*
16. *Projected first date of operation of the early learning facility*
17. Other: _____
18. Other: _____
19. Other: _____

54) If the early learning space is co-located with affordable housing, or shares the site with a community-based organization, or school-age elementary school, please describe how this project funding will be used specifically for the early learning space. If you are a family childcare care operator, please describe how this funding will help support the health and safety in the childcare area only.-(800 character limit)

55) Who will be doing the work to implement grant funding and ensure project success? Please describe each project team members roles, 1500 characters max

- a. Early Learning Provider:
- b. Project Consultant:
- c. Architect:
- d. General Contractor:
- e. Affordable Housing Developer, if this project is a partnership:
- f. Name other organizations or individual and their role(s) here:
- g. Name other organizations or individual and their role(s) here:

FUNDING REQUESTS AND PROJECT BUDGET:

56) Please indicate the amount of funding you are requesting from this RFP by category. Please note that the total amount available for funding is estimated at \$7,610,770.

Amount of funding request for:

- a. Renovation of an existing facility (*\$10,000 minimum - \$220,389.00 max*): fill in
 - b. Major Construction of a new facility (*\$10,000 minimum - \$2,550,186.00 max*): fill in
- 57) What is the total cost for this project?
- 58) If the total project costs are more than the Enterprise grant award, have additional funds been secured to complete this project? *Short Narrative questions*
- a) If “yes”, please provide sources, amounts, and when external funding is available or if there are any timeline restrictions to note. *400 characters max*
 - b) If additional funds have not yet been secured, please describe your plan and timeline to secure all necessary additional funds to complete the project. *400 characters max*
 - c) If “no”, the Enterprise PSTAA grant funds will complete the full project costs. *400 characters max*
- 59) Even if not anticipated, please describe how you would handle delays due to material or labor shortages and possible cost increases?
- 60) Do you anticipate working with the WELL (Washington Early Learning Loan) Fund to receive additional lending? This is not a requirement for this grant.

OTHER:

- 61) If there is additional information pertinent to the project that has not yet been covered in this application, please include details here. *Narrative 3000 characters max* _____ (fill-in)

ATTACHMENT 1 -

STANDARD TERMS AND CONDITIONS
FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise’s exempt purposes, and set forth in Exhibit A (the “Work Plan”).

W-9 Form / Federal Tax Identification Number

Grantee certifies that the W-9 previously submitted to Enterprise is the current W-9 for Grantee. Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Grantee hereby agrees to notify Enterprise immediately upon any change of any information submitted on Grantee’s W-9 Form.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in

accordance with the budget set forth in Exhibit B (the "Budget"). If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk and any costs related to such deviation are ineligible for reimbursement. Similarly, costs incurred by Grantee prior to the Effective Date are unauthorized and ineligible for reimbursement. Grantee shall not expend more than the amount allocated in the Budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items within the Budget aggregating up to and including 10% of the Grant Proceeds (the "10% Threshold") without the prior written consent of Enterprise. Notwithstanding the foregoing and for clarity, circumstances requiring prior written consent of Enterprise are further set forth in the section below entitled "Modifications and Amendments".

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Grantee shall not use any portion of the Grant Proceeds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

Confidential Information

"Confidential Information" is information which either party to this Agreement (each, a "Party"), in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials, information regarding that Party's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding either Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. The Party receiving proprietary information will be referred to as the "Receiving Party" and the Party disclosing the information will be referred to as the "Disclosing Party." Both Parties can be a "Receiving Party" or a "Disclosing Party."

Each Party hereby agrees that it shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, Receiving Party shall promptly deliver to Disclosing Party all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information.

For purposes of this Agreement, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of a Party; (2) information which is already in the Receiving Party's possession prior to the effective date of the Agreement and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Agreement and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party from third parties (other than Enterprise or Grantee) who are not known to the Recipient Party to be subject to a confidentiality

obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, *provided, however*, that the Party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other Party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

The provisions of this “Confidential Information” section shall survive beyond the Last Effective Date (as defined below).

Personal Information Protection

Grantee represents that Grantee has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Agreement; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. “Personally Identifiable Information” shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person’s identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:

- Social Security Number (SSN) —inclusive of the entire number or a truncated SSN such as the last 4 digits
- Driver’s License Number or State ID Number
- Passport Number
- Alien Registration Number
- Financial account numbers
- Email addresses
- Phone numbers
- Image
- IP address
- Mother’s maiden name
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Grantee’s industry.

Grantee agrees to keep all Personally Identifiable Information physically within the borders of the United States. Grantee shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with Grantee’s staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the

Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors. If, upon an audit, Enterprise determines in its sole discretion that Grantee has not properly used the Grant Proceeds, Enterprise may demand repayment of any and all Grant Proceeds that were not properly used.

Default and Remedies

If Grantee fails to comply with any terms in this Agreement, Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date of the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default under any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of the Grant Proceeds until the Grantee satisfactorily cures the breach. In addition, Enterprise may require, and Grantee shall accept, technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period if Grantee fails to cure the breach to the satisfaction of Enterprise.

In the event of termination by Enterprise, Enterprise may demand repayment of all or some of the Grant Proceeds based on the circumstances giving rise to the termination. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Indemnification

Grantee, intending to be legally bound, hereby expressly agrees and covenants to defend, hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant and results in injury to persons or damage or destruction to property to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise of any act or omission of Grantee or of any of its employees or agents. The provisions of this section "Indemnification" shall survive beyond the Last Effective Date (as defined below).

Conflicts of Interest

Except for approved eligible administrative and personnel costs to be paid to Grantee as shown in the Budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. By signing this Agreement, Grantee's signatory certifies that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal actual or potential conflict for Grantee or any of its staff, and that Grantee has disclosed to Enterprise all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of Grantee. Grantee agrees that if an actual or potential conflict of interest is discovered after the effective date of this Agreement, Grantee will make a full disclosure in writing to Enterprise. The disclosure shall include a description of actions that Grantee has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.

Relationship of the Parties

Grantee is not an employee, partner, agent of or joint venturer with Enterprise for any purpose.

Acknowledgment of Funding

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project. Any acknowledgement must list Enterprise as "Enterprise Community Partners, Inc.". Any use of Enterprise's logo must have prior written consent of Enterprise.

Compliance with Laws

Grantee shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to Grantee or the services being provided under this Agreement, including without limitation, the data privacy laws of any state in which Grantee shall have access to Personally Identifiable Information. Grantee shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

Survival

Notwithstanding the Period of Performance, this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been fully disbursed in accordance with this Agreement; (b) the date that all work has been completed under the Work Plan and all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; or (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement ; (the last effective date to be referred to as the "Last Effective Date"). Notwithstanding the foregoing, certain sections of this Agreement as noted in the Agreement shall survive beyond the Last Effective Date.

Modifications and Amendments

Both parties may amend this Agreement so long as any amendment that affects the rights and obligations of either Party is in writing and executed by both Parties. The following circumstances require prior written consent of Enterprise: (1) a change in the line items of the Budget that exceed the 10% Threshold, (2) an extension of the Period of Performance, (3) any additions, deletions or alterations of existing approved Work Plan activities (even if the cost of such activity change is under the 10% Threshold), or (4) significant changes to Grantee capacity to manage and implement the Work Plan and Grant Proceeds. If Grantee does not obtain prior Enterprise consent, any costs related to unauthorized personnel or activities shall be at Grantee's risk and borne by Grantee.

Administrative corrections that do not affect the rights and obligations of Grantee (such as corrections to addresses, emails or other such data) may be made by Enterprise without formal amendment but with notice to Grantee.

Delegation; Assignment

Grantee shall not delegate any duties or assign any rights under this Assignment without the prior written approval of Enterprise. A delegation of duties will not relieve Grantee of any duty to perform or any liability for breach of this Agreement unless this Agreement is wholly assigned to another party with Enterprise approval of the assignment and the assignment documents.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Electronic Signature

The use of an electronic signature ("E-Signature") by any Party in executing this Agreement shall constitute the legal equivalent of a manual or handwritten signature as if the Party signed this Agreement in writing. No certification authority or other third-party verification shall be required to validate the Party's E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Agreement.

Attachment 2: Partner Demographics Questionnaire

Every Enterprise business is implementing a standard set of demographic questions to gather self-identified information from partners whenever we close a deal, issue an RFP, or execute a contract.

Legal Disclaimer: The following four questions are optional and will be used for general analytical use only and not for purposes of evaluating the proposal.

The questions to the optional Partner Demographics Questionnaire may be answered in the prompts in Slideroom.

1. Which of the following best describes the race and ethnicity of your organization's Chief Executive Officer, Executive Director, General Partner, or Managing Member? (Select one)

- Asian
- Black or African American
- Hispanic or Latino
- Native American / Alaska Native / Native Hawaiian or Other Pacific Islander
- White
- Two or more races
- A race/ethnicity not listed here
- Choose not to disclose

2. Do more than 50% of your organization's board members identify as Black, Indigenous, or as people of color (BIPOC)? (Select one)

- Yes
- No
- Prefer not to answer / Not Applicable

3. Which best describes the gender of your Chief Executive Officer, Executive Director, General Partner, or Managing Member of your organization? (Select one)

- Female
- Male
- Non-binary
- A gender/identity not listed here
- Choose not to disclose

4. Does the Chief Executive Officer, Executive Director, General Partner, or Managing Member of

your organization identify as a member of the LGBTQ+ community? (Select one)

- Yes
- No
- Choose not to disclose

EXHIBIT

ADDITIONAL PROVISIONS

(Washington State Department of Commerce, Contract Number 22-96699-001)

All capitalized terms used herein, unless otherwise specifically defined in these Additional Provisions, shall have the meanings ascribed to them elsewhere in the Grant (e.g., on the face sheet).

The Standard Agreement by and between the Washington State Department of Commerce (the “**Commerce**”) and Enterprise Community Partners, Inc. (“**Enterprise**”), Contract Number 22-96699-001 and effective as of May 13, 2024 (including all attached exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, the “**Commerce Contract**”) requires that Enterprise bind Grantee to comply with all applicable terms of the Commerce Contract.

GRANTEE ELIGIBILITY

- (1) To be eligible to receive funding from the Commerce Contract for activities described in RCW [43.31.577](#) (1) (b) and (c) and (2), eligible organizations and school districts must:
 - Commit to being an active participant in good standing with the early achievers program as defined by chapter [43.216](#) RCW; and
 - Demonstrate that projects receiving construction, purchase, or renovation grants must also:
 - Demonstrate that the project site is under the Grantee’s control for a minimum of ten years, either through ownership or a long-term lease; and
 - Commit to using the facility funded by the grant for the purposes of providing preschool or child care for a minimum of ten years.

- (2) To be eligible to receive funding from the Commerce Contract for activities described in RCW [43.31.577](#) (1) (b) and (c) and (2), religiously affiliated entities must use the facility to provide child care and education services consistent with subsection (3)(a) of this section.

- (3)

- (1) Upon receiving the Grant, Grantee must continue to be an active participant and in good standing with the early achievers program.
- (2) If Grantee does not meet the conditions specified in (a) of this subsection, the Grant shall be repaid to Enterprise for further deposit to Commerce, as directed by Commerce. So long as Grantee continues to provide an early learning program in the facility, the facility is used as authorized, and the eligible organization continues to be an active participant and in good standing with the early achievers program, Grant repayment is waived.

GRANTEE DATA COLLECTION

Grantee will provide Enterprise with reports, in a form and format to be provided by Enterprise, and at intervals as required by Enterprise, as applicable, regarding work performed that is funded by the Commerce Contract and the portion of Grant funds expended for work performed by Grantee and its subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees of any tier.

HISTORICAL AND CULTURAL ARTIFACTS

Grantee shall ensure the requirements of Governor's Executive Order 21-02 have been completed, where applicable, or a review under Section 106 of the National Historical Preservation Act has occurred, if applicable. Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical and cultural resources, agrees to provide and ensure that access is provided to Commerce (through Enterprise) for all documentation related to this section when requested, and agrees to hold harmless Enterprise, Commerce and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Commerce Contract.

In accordance with Governor's Executive Order 21-02, Grantee shall coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("**DAHP**"), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by any project funded by an early learning facility renovation and expansion Grant. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of an early learning facility renovation and expansion Grant.

Unless Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, Grantee shall immediately stop construction and notify Enterprise and the local historical preservation officer and the state's historical preservation officer at DAHP. If human remains are

uncovered, Grantee shall immediately stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, then contact Enterprise and DAHP and the concerned tribe's cultural staff or committee.

In addition, Grantee must agree to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's 21-02.

In the event that Grantee finds it necessary to amend the scope of work of their project, Grantee may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

INSURANCE

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

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

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

Grantee shall submit to Enterprise within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested by Enterprise (as a result of a request or requirement of Commerce), Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to the expiration of each policy required under this section.

If required by Enterprise (as a result of a request or requirement of Commerce), Grantee shall provide copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the

amounts, the period of coverage, and that Enterprise will be provided thirty (30) calendar days' advance written notice of cancellation.

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

Commercial General Liability Insurance Policy. A Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

Automobile Liability. *[not required if performance pursuant to the Grant does not involve the use of vehicles, owned or operated by Grantee; if that is the case, Grantee should email Enterprise certifying such]* In the event that performance pursuant to the Grant involves the use of vehicles, owned or operated by Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

Fidelity Insurance. *[not required if Grantee has no employees; if that is the case, Grantee should email Enterprise certifying there are no employees]* Every officer, director, employee, or agent who is authorized to act on behalf of Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss: The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the state of Washington and Enterprise Community Partners, Inc. as beneficiary.

Upon the request of Enterprise (as a result of a request of requirement of Commerce), Grantee shall provide copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that Enterprise will be provided thirty (30) calendar days advance written notice of cancellation.

FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to Enterprise.

ACCESS TO DATA

Grantee shall provide access to data generated under this Grant to Enterprise at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

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

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

CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION (in addition to the Grant's Standard Terms and Conditions)

- A. **"Confidential Information"** as used in this section includes:
- i. All material provided to Grantee that is provided by Enterprise that is designated as "confidential" by Commerce;
 - ii. All material produced by Grantee that is designated as "confidential" by Grantee; and
 - iii. All Personal Information or Protected Health Information in the possession of Grantee that may not be disclosed under state or federal law. **"Personal information"** includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and **"Protected Health Information"** under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B. Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of Enterprise or Commerce (processed through Enterprise) or as may be required by law. Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request of Enterprise (as a result of a request or requirement of Commerce), Grantee shall provide Enterprise with its policies and procedures on confidentiality. Enterprise (as a result of a request or requirement of Commerce) may require changes to such policies and procedures as they apply to the Grant whenever Commerce reasonably determines that changes are necessary to prevent unauthorized disclosures. Grantee shall make the changes within the time period specified by Enterprise. Upon request, Grantee shall immediately return to Enterprise any Confidential Information that Enterprise or Commerce reasonably determines has not been adequately protected by Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. Grantee shall immediately notify Enterprise, but in no more than two (2) 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. Enterprise may then such use or disclosure to Commerce.
- D. If a party is required by applicable law, including RCW 42.56, the Public Records Act, or other legal process, to disclose any of the other party's Confidential Information or other information governed by this section of these Additional Provisions, then that party shall to the extent permitted by law, give the other party ten (10) business days' notice prior to release of Confidential Information so that the other party may seek a protective order or take other measures as shall be necessary to limit disclosure. If the records are requested under RCW 42.56, Grantee shall treat the requestor as a necessary party to any request for a protective order. If no protective order or other protective measure is received within the ten (10) business day period, the information will be disclosed.

CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Grantee and its subgrantee(s)/subcontractor(s) must

identify to Enterprise any person employed in any capacity by the state of Washington that worked with the Washington Department of Commerce program executing the Commerce Contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the Department of Commerce that a conflict of interest exists, Grantee may be disqualified from further consideration for the award of a Grant.

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

COPYRIGHT

Unless otherwise provided, all Materials produced under the Commerce Contract by Enterprise or Grantee (if any) shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Department of Commerce as applicable. The Department of Commerce shall be considered the author of such Materials. In the event the Materials are funded by the Commerce Contract and are not considered "works for hire" under the U.S. Copyright laws, and such Materials are owned by Grantee, Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Department of 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.

Grantee shall abide by any reasonable further requests by Enterprise (as a result of a request or requirement of Commerce) to carry out compliance with this Section.

DISALLOWED COSTS

Grantee is responsible for any exceptions or disallowed costs incurred by Grantee.

DUPLICATE PAYMENT

Enterprise will not pay grantee if the Grantee has charged or will charge Enterprise for the same services or expenses.

INDUSTRIAL INSURANCE COVERAGE

Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Grantee may be subject to collection for the full amount payable to the Industrial Insurance Accident Fund and deduction of the amount owed by Grantee to the accident fund from the amount payable to Grantee and transmission of 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 Grantee.

LAWS

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

LICENSING, ACCREDITATION AND REGISTRATION

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of the Grant, Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. Grantee shall not discriminate on the bases enumerated at RCW 49.60.530(3).

Obligation to Cooperate. Grantee shall cooperate and comply with any Washington state agency investigation regarding any allegation that Grantee has engaged in discrimination prohibited by the Commerce contract pursuant to RCW 49.60.530(3).

Default. Notwithstanding any provision to the contrary, Commerce may suspend Grantee, upon notice of a failure to participate and cooperate with any state agency investigation in alleged discrimination prohibited by the Commerce Contract or the Grant, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Commerce receives notification that Grantee is cooperating with the investigating state agency. In the event Grantee is determined to have engaged in discrimination identified at RCW 49.60.530(3), Commerce may terminate the Commerce Contract in whole or in part, and Grantee may be referred for debarment as provided in RCW 39.26.200. Grantee will be given a reasonable time in which to cure this noncompliance, including implementing

conditions consistent with any court- ordered injunctive relief or settlement agreement.

Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Commerce Contract termination or suspension for engaging in discrimination, Grantee 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 32 (Recapture) of the General Terms & Conditions of the Commerce Contract if the Commerce Contract is terminated based on a violation of the nondiscrimination requirement. Enterprise shall have the right to deduct from any monies due to Grantee, or that thereafter become due, an amount for damages Grantee will owe Commerce or Enterprise for default under this provision.

Religious Worship, Exercise or Instruction. Grant funds may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

PAY EQUITY

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

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

differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

The Grant may be terminated by Enterprise if it determines that Grantee is not in compliance with this provision.

POLITICAL ACTIVITIES

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

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

PREVAILING WAGE LAW

When applicable, Grantee certifies that it complies with state Prevailing Wages on Public Works, Chapter 39.12 RCW, if and only to the extent applicable to the Project funded by this Grant including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Enterprise's review upon request.

PUBLICITY

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

RECAPTURE

In the event that Grantee fails to perform the Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, Enterprise reserves the right to recapture funds in an amount to

compensate the Commerce for the noncompliance in addition to any other remedies available at law or in equity.

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

RECORDS MAINTENANCE

Grantee shall maintain books, records, documents, data and other evidence relating to the Grant and performance of the services described therein, 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 the Grant.

Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit, by personnel duly authorized, the Office of the State Auditor, and federal and Washington 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.

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

Grantee shall provide right of access to its facilities to Enterprise, the 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 and with reasonable prior notice, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Grant.

SAVINGS

In the event funding from Commerce is withdrawn, reduced, or limited in any way after the effective date of the Grant and prior to normal completion, Enterprise may terminate the Grant or in lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

SITE SECURITY

If on the Commerce's premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Grantee may only subcontract work contemplated under the Grant if it obtains the prior written approval of Enterprise. If Enterprise approves subcontracting, Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, Enterprise in writing may: (a) require Grantee to amend its subcontracting procedures as they relate to the Grant; (b) prohibit Grantee from subcontracting with a particular person or entity, *provided, however* Enterprise provides in writing to Grantee a reasonable basis for the prohibition; or (c) require Grantee to rescind or amend a subcontract.

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

Grantee shall ensure that every subcontract includes a term that Enterprise and the State of Washington are not liable for claims or damages arising from a subcontractor's performance of the subcontract. For purposes of the Grant, the terms subcontract and subgrant and subcontractor and subgrantee may be used interchangeably.

SURVIVAL

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

TERMINATION FOR CAUSE AND SUSPENSION

Enterprise reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit Grantee from incurring additional obligations of funds during an investigation of an alleged compliance breach of these Additional Provisions or the Commerce Contract and pending corrective action by Grantee or a decision by Enterprise to terminate the Grant or Commerce requiring that the Grant be terminated. In the event of termination or suspension, Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original

Grant and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. *See also Grant Standard Terms and Conditions.*

A termination shall be deemed a "Termination for Convenience" if it is determined that Grantee: (1) was not in default; or (2) failure to perform in compliance with these Additional Provisions was outside of Grantee's control, fault or negligence.

TERMINATION FOR CONVENIENCE

Enterprise may, by seven (7) days' written notice terminate this Grant in whole or in part and will be liable for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

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

After receipt of a notice of termination, and except as otherwise directed by Enterprise (as a result of a request or requirement of Commerce), Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Comply with all other requests of Enterprise (as a result of a request or requirement of Commerce).

TREATMENT OF ASSETS

Title to all property furnished by Enterprise or Commerce shall remain in with, respectively, Enterprise and Commerce. Title to all property furnished by Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under the Grant, shall pass to and vest in Commerce upon delivery of such property to Enterprise by Grantee. Title to other property, the cost of which is reimbursable to Grantee under the Grant, shall pass to and vest in Commerce upon (i) issuance for use of such property in the performance of the Grant, or (ii) commencement of use of such property

in the performance of the Grant, or (iii) reimbursement of the cost thereof by Enterprise in whole or in part, whichever first occurs.

ACKNOWLEDGEMENTS

Grantee acknowledges that the foregoing provisions are indicative of applicable provisions within the Commerce Contract and do not constitute an exhaustive list. Grantee also acknowledges and agrees that neither Commerce, the State of Washington, nor Enterprise are liable for claims or damages arising from Grantee's performance of the Grant.

ORDER OF PRECEDENCE

In the event of an inconsistency in these Additional Provisions, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Commerce Contract Special Terms and Conditions
- Commerce Contract General Terms and Conditions
- Grant Standard Terms and Conditions
- Grant Scope of Work
- Grant Budget