



## Request for Applications

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**ADVERTISED DATE: October 17, 2018**

Request for Applications (RFA) Title: Duwamish CHA Latino Outreach

Due Date and Time: Friday, November 16, 2018, no later than 2:00PM

Contract Specialist: Jeffrey Brown, 206.263.1003

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**Submit Application to: [cpres-ehs@kingcounty.gov](mailto:cpres-ehs@kingcounty.gov)**

### Purpose

This Request for Applications (RFA) is issued by Public Health-Seattle and King County (PHSKC) to seek a community-based organization to manage the Latino Community Health Advocate (CHA) Outreach Team (Grupo Asesor Latino or GAL) as part of US Environmental Protection Agency's Fun to Catch, Toxic to Eat Program for the Duwamish River Superfund Site.

### Eligibility

This RFA is open to nonprofit community-based organizations (including community health centers and other service providers) with demonstrated expertise to perform the scope of work.

### Pre-Application Conferences

Public Health – Seattle & King County (PHSKC) will conduct two pre-Application conferences for this RFA. These conferences will present an opportunity for interested organizations to hear more about the project, meet the PHSKC Program Manager, and to ask questions about the project and/or the application process.

#### **Conference #1**

Monday, October 29, 2018

2:30-3:30 PM

White Center Library

1409 SW 107th Street

Seattle WA 98146

<https://kcls.org/locations/1547/>

#### **Conference #2**

Wednesday, October 31, 2018

10:30-11:30 AM

Rainier Beach Library

9125 Rainier Ave. S.

Seattle, WA 98118

<https://www.spl.org/hours-and-locations/rainier-beach-branch>

## DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFA

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Application period and prior to award.

Applicant: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting an Application to perform the Work.

Application Evaluators (AE): Team of people appointed by the County to evaluate the Applications, conduct discussions, call for Best and Final Offers, score the Applications and make recommendations.

Best and Final Offer: Best and Final Offer shall consist of the Applicant's revised Application and any supplemental information requested during the evaluation of Applications. In the event of any conflict or inconsistency in the items submitted by the Applicant, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Applicants that have a reasonable chance of selection for award. The Application Evaluators (AE) shall conduct the initial evaluation of the Applications considering price and Evaluation Factors established in the RFA. The Buyer and Project Manager/AE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFA that the County shall examine to determine the Applicants understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Applicant; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

RFA: Request for Applications, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Applicants for information and reference in preparing Applications but not as part of this Agreement.

## **SECTION 1 Instruction to Applicants**

### **1.1 Application Submission**

Applicants are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Applications shall contain all required attachments and information and be submitted no later than the due date and time to the place stated on the front of this RFA or as amended. The Applications shall show the title, the due date specified, and the name and address of the Applicant. Applicants are cautioned that failure to comply may result in non-acceptance of the Application. The Applicant accepts all risks of late delivery of mailed Applications or of mis-delivery regardless of fault. Applications properly and timely submitted will be opened.

Applications will only be accepted from Applicants able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Application for the team, with accompanying proof of the joint venture agreement.

### **1.2 Electronic Commerce and Correspondence**

PHSKC is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Application, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the PHSKC RFP Web Site, located at <http://www.kingcounty.gov/health/rfp>. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link:

[https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic\\_id=WAPHSKC\\_97](https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic_id=WAPHSKC_97)

After submittals have been opened, PHSKC will make available a listing of the businesses submitting Applications, and later, any final award determination.

### **1.3 Late Applications**

Applications and modifications of Applications received at the location designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1.4 Cancellation of RFA or Postponement of Application Opening**

The County reserves the right to cancel this RFA at any time. The County may change the date and time for submitting Applications prior to the date and time established for submittal.

### **1.5 Application Signature**

Each Application shall include a completed Application response form (Section 4), the 18th page of this document, signed by an authorized representative of the Applicant.

### **1.6 Addenda**

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFA, the County will issue a written Addendum to the RFA.

### **1.7 Questions and Interpretation of the RFA**

No oral interpretations of the RFA will be made to any Applicant. All questions and any explanations must be requested in writing and directed to the Contract Specialist identified on page 1 no later than **five (5) Days** prior to the due date specified in the solicitation. Oral

explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Applicants by addendum. **Communications concerning this Application, with other than the listed Contract Specialist may cause the Applicant to be disqualified.**

**1.8 Schedule**

An agreement will be negotiated immediately with each successful Applicant that is selected via this RFA. The following timeframe represents the tentative schedule of the entire process, from RFA solicitation to project completion. The dates listed here are subject to change:

Date	Event
<u>October 17, 2018</u>	Request for Applications issued
<u>October 29, 2018</u>	Pre-Application Conference #1, 2:30-3:30 PM (see page 1)
<u>October 31, 2018</u>	Pre-Application Conference #2, 10:30-11:30 AM (see page 1)
<u>November 2, 2018</u>	Final Day to ask questions
<u>November 7, 2018</u>	Addendum published online (if necessary)
<u>November 16, 2018</u>	Applications due no later than 2:00 PM
<u>December 3-17, 2018</u>	Time period for interviews (if necessary)
<u>Late December 2018</u>	Notice of Selection (tentative)
<u>Early January 2019</u>	Agreement scope and budget development
<u>Jan 2019-Dec 2020</u>	Project period

**1.9 Pre-Application Conference**

If a Pre-Application conference is conducted, it will be held at the time, date and location indicated on the cover page of the RFA. All prospective Applicants are strongly encouraged to attend. The intent of the Pre-Application conference is to assist the Applicants to more fully understand the requirements of this RFA. Applicants are encouraged to submit questions in advance to enable the County to prepare responses. These questions should be emailed to the Contract Specialist indicated on the cover page. Applicants will also have an opportunity to ask questions during the conference.

**1.10 Examination of Application and Agreement Documents**

The submission of an Application shall constitute an acknowledgement upon which the County may rely that the Applicant has thoroughly examined and is familiar with all requirements and documents pursuant with the RFA, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of an Applicant to comply with the above requirement shall in no way relieve the Applicant from any obligations with respect to its Application or to any Agreement awarded pursuant to this RFA. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFA.

### **1.11 Cost of Applications and Samples**

The County is not liable for any costs incurred by Applicant in the preparation and evaluation of Applications submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Applicant's request and expense unless otherwise specified.

### **1.12 Modifications of Application or Withdrawal of Application Prior to Application Due Date**

At any time before the time and date set for submittal of Applications, an Applicant may submit a modification of an Application previously submitted to the County. All Application modifications shall be made in writing, executed and submitted in the same form and manner as the original Application.

Applications may be withdrawn by written notice received prior to the exact hour and date specified for receipt of Applications. An Application also may be withdrawn in person by an Applicant or authorized representative provided their identity is made known and they sign a receipt for the Application, but only if the withdrawal is made prior to the exact hour and date set for receipt of Applications. All requests for modification or withdrawal of Applications, whether in person or written, shall not reveal the amount of the original Application.

### **1.13 Application Withdrawal after Public Opening**

Except for claims of error granted by the County, no Applicant may withdraw an Application after the date and time established for submitting Applications, or before the award and execution of an Agreement pursuant to this RFA, unless the award is delayed for a period exceeding the period for Application effectiveness.

Requests to withdraw an Application due to error must be submitted in writing along with supporting evidence for such claim for review by the County. Evidence must be delivered to the County within two (2) Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of an Application and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other Application error or mistake, and the sole liability for any Application error or mistake rests with the Applicant.

### **1.14 Error and Administrative Corrections**

The County shall not be responsible for any errors in Applications. Applicants shall only be allowed to alter Applications after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

### **1.15 Application Content Requirements**

- A. The Application shall contain the following items and follow the sequence outlined below:
  - 1. Acceptance of Potential Agreement Terms with Applicant's Signature (page 18 of this

solicitation)

2. Sample Agreement Exceptions:  
Identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative.
3. Narrative response of questions in Attachment 1 (5-page limit, single-spaced, using size 12-point font, with 1-inch margins, and page numbered).
4. Budget
5. Budget Narrative
6. Pre-Award Risk Questionnaire (Attachment 2)
7. Resume or CV of Project Manager
8. Two Letters of Recommendation: 1) one from a community member that the organization served, and 2) one from a funder that the organization received a grant or contract from.

The Applicant shall submit all items above electronically to [cpres-ehs@kingcounty.gov](mailto:cpres-ehs@kingcounty.gov) using the following naming convention in your email subject heading and for the name of the electronic file: "Organization/Group Name, Duwamish CHA Latino Outreach" by 2:00 pm on Friday, November 16, 2018. It is preferable – but not required – for all items to be sent as one pdf file.

#### **1.16 Compliance with RFA Terms, Attachments and Addenda**

- A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFA. Applicants shall submit Applications, which respond to the requirements of the RFA.
- B. Applicants are strongly advised to not take exceptions to the terms and conditions, attachments and addenda; exceptions may result in rejection of the Application. An exception is not a response to an Application requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the Application. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The County reserves the right to reject any Application for any reason including, but not limited to, the following –
  - Any Application, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - Any Application that has any qualification, limitation, exception or provision attached to the Application;
  - Any Application from Applicants who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
  - Any Application submitted by an Applicant which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
  - Any Application, from Applicants who are not approved as being compliant with

the requirements for equal employment opportunity; and

- Any Application for which an Applicant fails or neglects to complete and submit any qualifications information within the time specified by the County.
- D. The County may, at its sole discretion, determine that an Application with a 'Notice of Exception' merits evaluation. An Application with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Applicant if the County determines that the Application continues to be advantageous to the County.
- E. In consideration for the County's review and evaluation of its Application, the Applicant waives and releases any claims against the County arising from any rejection of any or all Applications, including any claim for costs incurred by Applicants in the preparation and presentation of Applications submitted in response to this RFA.
- F. Applications shall address all requirements identified in this RFA. In addition, the County may consider Application alternatives submitted by Applicants that provide cost savings or enhancements beyond the RFA requirements. Application alternatives may be considered if deemed to be in the County's best interests. Application alternatives shall be clearly identified.

#### **1.17 Acceptance of Agreement, Attachments and Addenda**

Applicant(s) shall review the Agreement, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the Application.

If there are exceptions taken to the terms and conditions in Attachment 3-Agreement and any of its attachments, the Applicant's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Attachment 3-Agreement as an attachment to the Application, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Agreement using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient Application review and negotiation period. It is very important that any possible roadblocks or issues the Applicant may have with the terms and conditions are identified during the Application process and resolved prior to proceeding with the Agreement negotiations.

#### **1.18 Insurance Requirements for Selected Applicant**

If an Applicant is selected for an agreement with PHSKC, the subsequent agreement will include these insurance requirements. Selected agencies shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000, and Automobile Liability coverage in the amount of \$1,000,000.

**Such liability policy/policies (except workers' compensation) shall be endorsed to include King County, and its appointed and elected officials, officers, agents and**

**employees as additional insureds, for full policy limits.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers. All deductibles/self-insured retentions are the sole responsibility of the Applicant. ***An insurance certificate and additional insured endorsement(s) will be required prior to signature of the agreement by PHSKC.***

### **1.19 Forms Required before Agreement Signing**

The Applicant shall submit within five (5) Days of notification from the County the following:

- Insurance certificate and endorsement meeting the levels of coverage set forth in this RFA.
- King County Substitute W-9 (if not on file with the County within the past two (2) years).
- King County Responsibility Detail & Attestation Form
- The Substitute W-9 and the Responsibility Detail & Attestation forms are available for download at <https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx>.

### **1.20 Collusion**

If the County determines that collusion has occurred among Applicants, none of the Applications from the participants in such collusion shall be considered. The County's determination shall be final.

### **1.21 Application Price and Effective Date**

- A. The Application price shall include everything necessary for the prosecution and completion of Work under the Agreement including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFA. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Application price. The County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the Recipient for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Application price.
- B. In the event of a discrepancy between the unit price and the extended amount for an Application item, the County reserves the right to clarify the Application.
- C. The Application shall remain in effect for 120 Days after the Application due date, unless extended by agreement.

### **1.22 Procedure When Only One Application Is Received**

If the County receives a single responsive, responsible Application, the County may request an extension of the Application acceptance period and/or conduct a price or cost analysis on such Application. The Applicant shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such



analysis, the County shall not be obligated to accept the single Application; the County reserves the right to reject such Application or any portion thereof.

### 1.23 Appeal Procedures

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing within four (4) working days of the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFA.
- Failure to adhere to published criteria and/or procedures in carrying out the RFA process.

Appeals must be sent by email to the Contract Specialist indicated on the cover page. PHSKC will review the written appeal and may request additional oral or written information from the appellant organization. A written decision will be sent within four (4) working days of the receipt of the appeal. This decision is final.

### 1.24 Inclusion of Federal Funds

The Agreement awarded via this RFA will include the following Federal funding:

*Federal Award Identification Number: 01J28401*

*Federal Award Date: 1/17/2017*

*Total Amount of Federal Award: \$1,057,767*

*Name of Federal Awarding Agency: U.S. Environmental Protection Agency (EPA)*

*CFDA Number and Name: 66.802, Superfund State, Political Subdivision, and Indian Tribe Site-Specific Cooperative Agreements*

*Is the award for Research and Development?*    YES         NO

Since the anticipated award amount is greater than \$25,000, PHSKC must comply with the Federal Funding Accountability and Transparency Act (FFATA). After award, PHSKC is required to report information about the Recipient to the FFATA Subaward Reporting System (FSRS). The Recipient will be required to have a DUNS number, if it does not already have one.

In addition, the federal Uniform Guidance (2 CFR 200) that governs the regulations for the above grant requires that pass-through entities perform a risk assessment of subrecipients. Applicants to this RFA must complete the Pre-Award Risk Questionnaire (Attachment 2) and submit it with their Application. The responses on the questionnaire will not affect an Applicant's selection. However, additional conditions may be placed in the subsequent Agreement if that Applicant is selected and PHSKC assesses that such conditions will mitigate risk to both PHSKC and the EPA.

## **SECTION 2 APPLICATION EVALUATION AND AGREEMENT AWARD**

### **2.1 Application Evaluation**

- A. The County will evaluate Applications using the criteria set forth in this RFA. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Application information may be conducted with those Applicants whose Applications are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFA, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Applicants a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that an Applicant appears fully qualified to perform the Agreement or it may require additional information or actions from an Applicant. In the event the County determines that the Application is not within the Competitive Range the County shall eliminate the Application from further consideration.
- C. The evaluation of Applicants' Applications and additional information may result in successive reductions of the number of Applications that remain in the Competitive Range. If applicable to the solicitation, the firms remaining in the Competitive Range may be invited to continue in the Application evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Applicants within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised Application with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Applicants to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Applications.
- F. The County reserves the right to make an award without written and/or oral discussions with the Applicants and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Agreement award, if any, shall be made by the County to the responsible Applicant whose Application best meets the requirements of the RFA, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award an Agreement to the Applicant offering the lowest price. The County shall have no obligations until an Agreement is signed between the Applicant and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

### **2.2 Responsive and Responsible**

#### **Responsive**

The County will consider all the material submitted by the Applicant, and other evidence it may obtain otherwise, to determine whether the Applicant is in compliance with the terms and conditions set forth in this RFA.

## Responsible

In determining the responsibility of the Applicant, the County may consider:

- the ability, capacity and skill to perform the Agreement and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Agreement properly and within the times proposed;
- the quality and timeliness of performance on previous agreements with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Agreement.

Failure of an Applicant to be deemed responsible or responsive may result in the rejection of an Application.

### 2.3 Financial Resources and Auditing

If requested by the County, prior to the award of an Agreement, the Applicant shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this Agreement.

King County reserves the right to audit the Recipient throughout the term of this Agreement to assure the Recipient's financial fitness to perform and comply with all terms and conditions contained within this Agreement. King County will be the sole judge in determining the Recipient's financial fitness in carrying out the terms of this Agreement.

### 2.4 Evaluation Criteria and Application Scoring

Applications will be reviewed and evaluated by a committee of Application Evaluators. The process for choosing a Recipient will include evaluation of the narrative and accompanying documents. Attachment 1 contains the ratings that will be used by the review committee during the evaluation/review process. **Please consider these criteria when responding to the Application questions in Attachment 1.**

The written Applications will be given a possible maximum of 100 points. An interview may be conducted with the top two or three Applicants if a selection is not made on the basis of the written Application alone. If interviews are conducted, an additional maximum of 20 points will be given. The total scoring of the Applications will then be 120 points.

<b>Application Evaluation Criteria</b>	<b>Points</b>
Written Application	100
Oral Interviews (if conducted)	20
<b>Total Evaluation (written + oral)</b>	<b>120</b>

The review process will consist of the following steps:

1. PHSKC staff will screen applications for eligibility, completeness and technical requirements, such as page limits.

2. Applications that meet eligibility, completeness, and technical requirements will be reviewed by a team comprised of PHSKC staff and Facilitator of the CHA team.
3. Each member of the review team will score the application. The maximum number of points for each application is 100. The maximum number for each question is indicated at the end of the question.
4. The review team will meet and may recommend the top 2-3 candidates for interviews based on scores and comments about Applicants' ability to perform the scope of work.
5. Interviews may be conducted with the top candidates. The interview team will be comprised of PHSKC staff, Facilitator and Latino CHAs.
6. PHSKC will authorize the award of an Agreement.
7. PHSKC will notify each Applicant of the decision about its Application.
8. PHSKC will contact the Recipient to begin negotiating the Agreement.

## **2.5 Public Disclosure of Applications**

This procurement is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Applications submitted under this RFA shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the agreement has been made, the Applications shall be available for inspection and copying by the public.

If an Applicant considers any portion of its Application to be protected under the law, the Applicant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Applicant of the request and allow the Applicant ten (10) Days to take whatever action it deems necessary to protect its interests. If the Applicant does not take such action within said period, the County will release the portions of the Application deemed subject to disclosure. By submitting an Application, the Applicant assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

## **SECTION 3 PROJECT SPECIFICATIONS AND SCOPE OF WORK**

### **3.1 Introduction**

In 2017, PHSKC launched the Fun to Catch, Toxic to Eat Program as part US Environmental Protection Agency's (EPA) effort to clean up the Duwamish River Superfund Site. PHSKC is leading this community-based program on behalf of EPA to protect the health of fishing communities, especially pregnant women, nursing moms and young children, from the contaminated seafood in the Duwamish River Superfund Site. The only seafood safe to eat from the Duwamish River are salmon.

This Environmental Justice (EJ) issue disproportionately impacts immigrant and refugee fishing communities. EPA's LDW Fisher Study (2016) found that more than 20 ethnic/language groups fish on the Duwamish River. Fishers from Asian, Pacific Islander, and Latino communities are among the top groups catching, eating and sharing the contaminated seafood from the river. The health warning signs have not been effective in reaching fishers who speak little to no English.

The program incorporates the following EJ principles:

- Capacity Building – hire and train community members to conduct peer outreach.
- Meaningful Involvement – design health promotion and outreach tools and program plans with community input.
- Empowerment – support the community's voice in decision-making on this issue.

### **3.2 Duwamish Community Health Advocate (CHA) Outreach**

This RFA focuses on the implementation of the program's Duwamish Community Health Advocate (CHA) Outreach Strategy. PHSKC's CHAs are valuable in helping to promote safe seafood consumption in their communities and serve as a community voice in our design and planning process. In 2018, the program trained community members as CHAs based on the Community Health Worker/Promotor Model, where peer health workers reach out to communities that historically face barriers to accessing resources and services. The training built upon the CHAs' strengths, cultural expertise and self-empowerment, while increasing their capacity (knowledge and skills) to promote healthy seafood consumption actions in their communities.

Currently, PHSKC is working with the Cambodian, Latino and Vietnamese CHA teams, representing fishing communities that are most likely to consume contaminated seafood from the Duwamish River and less likely to be aware of the seafood advisory. The current Latino CHA team (also known as Grupo Asesor Latino) is made up of a Lead Facilitator (bilingual/bicultural) and 7 CHAs.

The role of the CHA is to:

- Lead community outreach efforts, such as living room chats, community kitchen cooking demos, youth group discussions, and backyard gatherings.
- Collaborate with PHSKC to co-design culturally appropriate health promotion and outreach tools.
- Provide recommendations to agency and program decision-makers, such as at EPA's Healthy Seafood Consumption Consortium and PHSKC's Community Steering Committee.

The role of the Team Facilitator is to:

- Serve as a team lead to coach and mentor their CHA team.

- Serve as a liaison between the CHA team and PHSKC's Project Coordinator to inform and coordinate around community outreach and engagement activities.
- Be a member of PHSKC's collaborative work group (Core Team) to foster trusting, transparent, and productive working relationships between PHSKC and all Facilitators.
- Serve as an interpreter, translator, and cultural broker (when needed).
- Assist in building team morale by stepping up when the team needs more guidance and stepping back to encourage team members to explore new skills (based on their passion).
- Support in developing an outreach work plan for each CHA that aligns with program goals and objectives.
- Coordinate community outreach and engagements with CHAs, while reporting back to the Project Manager and PHSKC on outcomes and opportunities for technical assistance or mutual support.
- Develop CHAs' skills (capacity-building) that will further enhance their success in reaching their compass and program goals (e.g. public speaking, collecting community feedback, outreach planning).
- Support the self-empowerment process of the CHA team over time.

The role of the Project Manager is to:

- Serve as a liaison to PHSKC's Project Lead related to administering the Agreement.
- Provide support to the facilitator in addressing any emerging issues, capacity-building needs, and self-empowerment process of the CHA team.
- Administer compensation (biweekly or monthly) to the facilitator and the CHAs based on their timesheets. A timesheet template can be provided (if needed).
- Manage and track the allowable expenditures and hours to ensure that they are within the approved budget.
- Ensure CHA outreach work complies with PHSKC's standard policies for this program, including light refreshments and reimbursable outreach expenses.
- Submit invoices no more than monthly, including supporting documentation (such as receipts, timesheets, and meeting documentation, such as sign-in sheets and meeting notes). An invoice template will be provided.
- Prepare and submit Progress Reports (attached to the invoice and includes summary of activities by Project Manager, Facilitator and CHAs; results from CHA outreach, photos, major accomplishments and challenges, and any major changes to planned activities or budget). A Progress Report template will be provided.
- Develop appropriate systems or tools (if needed) to help all partners (PHSKC, CHAs, Facilitators and Project Manager) maintain timely and consistent communication and record keeping.

### **3.3 Scope of Work**

This RFA seeks applications for a community-based organization with a Project Manager (bilingual in Spanish/English) to manage and support the existing Latino CHA outreach team for the program, administer compensation to the Facilitator and CHAs, and report on their outreach and engagement activities to PHSKC.

The Project Manager is expected to:

- Work collaboratively with and provide timely communications to PHSKC staff, Facilitator, and CHAs.
- Build a trusting relationship with the Facilitator and the CHAs – be present at their meetings

and outreach events (as needed), while respecting the leadership role of the Facilitator.

- Be attentive to the needs of the CHA team to ensure that they are meaningfully involved in the program in a way that honors their expertise and supports their self-empowerment.
- Foster opportunities to build capacity of the Facilitator and the CHA team, including skills in leadership, outreach, and advocacy, that aligns with the program work.
- Maintain and submit deliverables, progress reports, invoices and supporting documents to PHSKC in a timely manner.
- Provide guidance to the Facilitator and the CHA team that is consistent with the program’s goals and EJ principles, as well as, the limitations set forth by the EPA’s Superfund regulatory context.
- Provide an anti-racist, culturally-relevant, and equitable learning environment for the Facilitator and the CHA team.

### 3.4 Available Funding

The total funding available for this project is up to \$75,000. Of this amount, the Recipient will be reimbursed for two fixed costs and costs for its personnel and indirect rate (see below). When submitting a budget for this project, include only the organization’s personnel and indirect costs.

#### ***Fixed Items for Compensation – Do Not Include in Submitted Budget***

Expenses	Budget
Latino CHA Team (1 Facilitator and 7 CHAs)	Up to \$45,000
Outreach Expenses (Light refreshments per US EPA Food Policy, room rentals, mileage/transportation reimbursement, outreach supplies, printing)	Up to \$2,700

#### ***Agency Items for Compensation – Include in Submitted Budget***

Expenses	Budget
Project Manager	Provide the hourly rate and total cost
Other Staff (if needed)	Provide the hourly rate(s) and total cost
Fringe Benefits	Provide the percentage and total cost
Administrative Indirect Rate and Cost	Provide either a federally negotiated indirect rate or a proposed indirect rate and amount

### 3.5 Deliverables

The recipient organization (includes the Project Manager, Facilitator and CHA team) is expected to meet the following deliverables.

1. Participation agreements with Facilitator and the CHAs that outline their responsibilities, anticipated work plan activities, performance standards and compensation rate. A template can be provided.
2. Completion of at least forty community outreach and health promotion activities by the CHA team that align with program goals. Examples of activities include, but not limited to, living room chats, community cooking demos, youth group discussions, backyard gatherings, health fairs, community festivals, fishing classes, health clinic classes, and ethnic media.

3. Progress Reports (attached to the invoice and includes summary of activities by Project Manager, Facilitator and CHAs; results from CHA outreach, photos, major accomplishments and challenges, and any major changes to planned activities or budget). A Progress Report template will be provided.

### **3.6 Activities**

To meet the deliverables, the recipient organization is expected to perform the following activities.

1. Project Manager will oversee the outreach and health promotion activities of the Latino CHA Team to ensure alignment with the program goals and compliance with program policies. Project Manager will coordinate and communicate with the Facilitator and PHSKC staff.
2. The Facilitator (with technical support from PHSKC Outreach Coordinator) will coach the CHAs in designing their own peer-to-peer outreach and engagements (individually, in pairs, and/or as a team) that are tailored to reaching the program's target audiences in a culturally appropriate manner. The Project Manager may have additional community-based outreach expertise that can be shared with the Facilitator and CHAs.
3. Project Manager will work with the Facilitator to compile the results from the outreach and health promotion activities that have been established by PHSKC, such as number of people reached, types of people reached. In addition, the CHAs can report on their reflections and community feedback and questions. Recipient will submit these summaries in a progress report along with the invoice.
4. The Facilitator and the Latino CHA team will support PHSKC in capturing community input to help design or pilot-test new health promotion tools (e.g., youth activity and coloring book, educational kiosk at fishing piers). This may involve recruitment and participating in PHSKC-led workshops or focus group sessions.
5. The Facilitator will work with the CHAs to prepare for and participate at relevant stakeholder engagement activities with agency decision-makers, such as at US EPA's Duwamish Fisher Consortium Meetings. This may involve developing a presentation with the CHAs and PHSKC; and facilitating and/or interpreting during the meetings.
6. The Facilitator will support PHSKC in planning the agenda and logistics for the Community Steering Committee meetings (anticipated to be quarterly during 2019). The Community Steering Committee is PHSKC's community advisory group to share and inform about progress and recommendations for the Fun to Catch, Toxic to Eat Program activities. In 2018, the Community Steering Committee provided community input to PHSKC to inform PHSKC's Draft Program Plan for US EPA's review and approval.
7. Facilitator will provide support in interpretation, translation and/or proofreading of the materials.
8. Facilitator and CHAs on the Community Steering Committee will participate with PHSKC in agency meetings with US EPA and technical stakeholders (if determined to be needed by US EPA) to discuss PHSKC's Draft Program Plan. This may involve working with PHSKC to prepare and give a presentation.

### **3.7 Eligibility**

All of the positions in this RFA are open to nonprofit community-based organizations with a qualified Project Manager (bilingual English/Spanish) and demonstrated expertise to perform the scope of work.



### **3.8 Agreement Extension**

When the initial Agreement period ends as specified above, the term of the Agreement may be extended for one (1) additional year for a total Agreement duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the Agreement period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to Public Health–Seattle and King County and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the Agreement extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

### **3.9 Funding Period**

- It is anticipated that the awarded Agreement will be begin by January 15, 2019.
- All deliverables and work for the organization must be completed by December 15, 2019.
- The Agreement may be continued based on funding availability, recipient performance, and needs of the program.



## Attachment 1: Application Questions

*Please provide answers to address the following questions in both English and Spanish as an attachment that should not exceed five (5) pages, using 1-inch margins, with 12-point font, and numbered pages. Please ensure that there is sufficient detail in your narrative in order for reviewers to have a clear understanding of your chosen outcomes and approaches. The maximum number of points for each question is in parentheses. Although no points are awarded for some questions or for the attachments, they are required. The application will not be considered if any questions are unanswered or any required attachments are not provided.*

<p><b>Please describe your organization and Project Manager’s knowledge of and experience:</b></p> <ul style="list-style-type: none"> <li>• Partnering with community members, government agencies and other stakeholders towards a common goal.</li> </ul>	10 points
<ul style="list-style-type: none"> <li>• Fostering collaboration and resolving conflict in a team.</li> </ul>	10 points
<ul style="list-style-type: none"> <li>• Building capacity (skills and knowledge) and leadership growth of staff, team members and/or community members.</li> </ul>	20 points
<ul style="list-style-type: none"> <li>• Advocating for racial and social equity and environmental justice.</li> </ul>	20 points
<ul style="list-style-type: none"> <li>• Leading community outreach and engagement in the Latino community, including around health topics.</li> </ul>	15 points
<ul style="list-style-type: none"> <li>• Managing a government grant or contract.</li> </ul>	5 points
<p><b>How would you approach building trust with the Latino CHA team?</b></p>	10 points
<p><b>What are the unique knowledge, experiences, or skills your organization or Project Manager can bring to this program?</b></p>	10 points
<p><b>Please include the following attachments to your Application:</b></p> <ul style="list-style-type: none"> <li>• CV or resume of the Project Manager</li> <li>• Budget table with the hourly wages of the Project Manager and other staff (if needed) and a breakdown of proposed administrative or overhead expenses. See a template of the budget table on page 15.</li> <li>• Budget Narrative</li> <li>• Two Letters of Recommendation: 1) one from a community member that the organization served, and 2) one from a funder that the organization received a grant or contract from.</li> </ul>	0 points

## Public Health – Seattle & King County

### Attachment 2: Pre-award Risk Questionnaire

In compliance with the U.S. Environmental Protection Agency Grant No. 01J28401 to Public Health-Seattle & King County (PHSKC), all subrecipients must complete this pre-award risk questionnaire before entering into a sub-agreement with PHSKC. This questionnaire—combined with the PHSKC program staff assessment—will assist PHSKC in determining any conditions/assistance to be included in your sub-agreement for work under this grant per 2 CFR 200.331(b). There are no predetermined answers that automatically disqualify your agency from consideration for an award.

Agency Name:

Agency Unique Entity Identifier (e.g., DUNS #):

Agency Fiscal Year (Start & End Month):

Date of Form Completion:

Completed by:

Name & Title:

Email Address:

Phone #:

#### Performance History

1. List your agency's experience with the same or similar body of work as proposed in your sub-agreement, including name of funder, time period, and populations served.

2. Has your agency received a federal award directly from EPA in the past 5 years? If yes, please list the EPA grant name, time period, award amount, audit findings (and corrective actions/completion date(s)), and grant number.

#### Management Systems & Personnel

1. Does your agency have experience in the past 5 years managing grant funds, loans or other types of financial assistance?

- |                 |                              |                             |
|-----------------|------------------------------|-----------------------------|
| Federal         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| State           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| King County     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| City of Seattle | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Private         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

2. Does your agency have any new or substantially-changed management systems (technological or other) in the past 12 months? If yes, please list the systems and specify whether they are new or changed. Examples include financial, payroll, procurement, equipment, IT, timekeeping/human resources, reporting, and record keeping.

Yes       No

New/Changed Systems:

- 1. [Redacted]
- 2. [Redacted]
- 3. [Redacted]

3. Has your agency had changes to the following key staff or positions in the past 12 months? If yes, explain in the comments section.

Board of Directors (if voluntary leave)       Yes       No

Executive Management       Yes       No

Financial       Yes       No

Program       Yes       No

Other Relevant (fill in)      [Redacted]

4. Does your agency have capacity to manage and implement federal regulations, including 2 CFR 200 and specific federal funder regulations?

Yes       No       No & Request Technical Assistance (Listed Below)

- 1. [Redacted]
- 2. [Redacted]
- 3. [Redacted]

5. Is your agency's system of internal controls reasonable in accordance with the applicable cost principles (including the segregation of duties, handling of cash, contracting procedures, and personnel and travel policies)?

Yes       No       Unsure

**Audit Reports and Findings**

1. Has your agency had an audit in the last 24 months?

Yes       No

If yes, what type of audit? [Redacted] (Please send audit reports with this form)

2. List any audit findings from any audit received from an external entity within the last 24 months.

[Redacted]

3. Did your agency have any monitoring visits by funders other than PHSKC in the last 24 months? If yes, attach copy of the report.

Yes       No

**Financial Stability**

1. Which of the following best describes your agency's accounting system?

Manual       Automated       Combo

2. Does your agency have an accounting system in place to segregate expenditures by funding source?

Yes       No

If yes, what type of system?

**2b. Does the accounting system produce a budget vs. expenditures report?**

Yes       No

**3. Does your agency maintain central files for grants, loans, or other types of financial assistance?**

Yes       No

**4. Does your agency have a system for tracking employee time and effort distributions specifically by cost objective/activity?**

Yes       No

**Comments**

Please use this section to provide additional information on the foregoing questions. Be sure to clearly list section and number on which you are providing comment.

## Attachment 3 – SAMPLE AGREEMENT

### A. KING COUNTY TERMS AND CONDITIONS

#### 1. Subaward Term and Termination

- A. This Subaward shall commence on the Subaward Start Date and shall terminate on the Subaward End Date as specified on page 1 of this Subaward, unless extended or terminated earlier, pursuant to the terms and conditions of the Subaward.
- B. This Subaward may be terminated by the County or the Subrecipient without cause, in whole or in part, prior to the Subaward End Date, by providing the other party thirty (30) days advance written notice of the termination. The Subaward may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Subrecipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Subaward, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Subrecipient materially breaches any duty, obligation, or service required pursuant to this Subaward, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Subaward is terminated by the County pursuant to this Subsection 1.C. (1), the Subrecipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Subrecipient, terminate or suspend this Subaward in whole or in part.

If the Subaward is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Subaward for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Subrecipient shall be released from any obligation to provide such further services pursuant to the Subaward; and (3) in the case of suspension the Subrecipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services.

Funding or obligation under this Subaward beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Subaward. Should such appropriation not be approved, this Subaward will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Subaward or law that either party may have in the event that the obligations, terms, and conditions set forth in this Subaward are breached by the other party.

#### 2. Compensation and Method of Payment

- A. The County shall compensate the Subrecipient for satisfactory completion of the services and requirements specified in this Subaward, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Subrecipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Subrecipient not more than 30 days after a complete and accurate invoice is received.

- C. The Subrecipient shall submit its final invoice and all outstanding reports within 30 days of the date this Subaward terminates. If the Subrecipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Subrecipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Subrecipient shall apply the funds received from the County under this Subaward in accordance with said budget. The Subaward may contain separate budgets for separate program components. The Subrecipient shall request prior approval from the County for an amendment to this Subaward when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Subaward amount in any Subaward budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Subrecipient not timely expend funds allocated under this Subaward, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Subaward. The County may unilaterally make changes to the funding source without the need for an amendment. The Subrecipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Subrecipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Subrecipient does not request government rates, the Subrecipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App. A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Subrecipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

**3. Internal Control and Accounting System**

The Subrecipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Subrecipient's form of incorporation.

**4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Subrecipient, by



signature to this Subaward, certifies that the Subrecipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Subrecipient also agrees that it will not enter into a subaward with a sub-awardee that is debarred, suspended, or proposed for debarment. The Subrecipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

**5. Maintenance of Records/Evaluations and Inspections**

- A. The Subrecipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Subaward funds and compliance with this Subaward.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Subrecipient shall maintain the following:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Subaward; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Subrecipient by all businesses seeking to participate on this Subaward, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Subaward, including employment records.

The County may visit the site of the work and the Subrecipient's office to review the foregoing records. The Subrecipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Subrecipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Subaward pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Subaward. The County will give advance notice to the Subrecipient in the case of fiscal audits to be conducted by the County. The Subrecipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Subaward documents. The Subrecipient shall inform the County in writing of the location, if different from the Subrecipient address listed on page one of this Subaward, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Subaward. The records and documents with respect to all matters covered by this Subaward shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Subaward and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Subrecipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Subrecipient ceases operations under this Subaward, the Subrecipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Subrecipient agrees to cooperate with the County or its agent in the evaluation of the Subrecipient's performance under this Subaward and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Subrecipient agrees that all information, records, and data collected in connection with this Subaward shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Subrecipient shall not use protected health information created or shared under this Subaward in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Subrecipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

## **7. Audits**

- A. A Subrecipient, for-profit or non-profit that receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Subrecipient's fiscal year (if applicable, see **Section 7.D.**) and shall meet the following requirement, if applicable:
  - 1. If the Subrecipient is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from any sources during its fiscal year, then the Subrecipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B. Non-profit Subrecipients who receive less than \$100,000 from the County during their fiscal year shall provide 1) IRS Form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.
- C. For-profit Subrecipients who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.
- D. A Subrecipient subject to the requirements in Section 7.A. may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Subrecipient's Board of Directors, provided the Subrecipient meets the following criteria:
  - 1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
  - 2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.
- E. Additional audit or review requirements which may be imposed on the County will be passed on to the Subrecipient and the Subrecipient will be required to comply with any such requirements.

## **8. Corrective Action**

If the County determines that a breach of Subaward has occurred, that is, the Subrecipient has failed to comply with any terms or conditions of this Subaward or the Subrecipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Subrecipient in writing of the nature of the breach;  
The Subrecipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Subaward into compliance, which date shall not be more than ten (10) days from the date of the Subrecipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Subrecipient in writing of the County's determination as to the sufficiency of the Subrecipient's corrective action plan. The determination of sufficiency of the Subrecipient's corrective action plan shall be at the sole discretion of the County;

- C. In the event that the Subrecipient does not respond within the appropriate time with a corrective action plan, or the Subrecipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Subaward in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

**9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Subaward. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Subaward while attempting to resolve the dispute under this section.

**10. Hold Harmless and Indemnification**

- A. In providing services under this Subaward, the Subrecipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Subaward. The Subrecipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Subaward.

- B. The Subrecipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Subaward by the Subrecipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Subaward pursuant to the Term and Termination section.
- C. The Subrecipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Subrecipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Subaward. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.
- D. The County shall protect, defend, indemnify, and save harmless the Subrecipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages,

arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Subaward. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Subrecipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Subrecipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Subaward.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Subaward.

#### **11. Insurance Requirements**

By the date of execution of this Subaward, the Subrecipient shall procure and maintain for the duration of this Subaward, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Subrecipient or sub-awardee. The Subrecipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Subaward. The Subrecipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Subrecipient, its agents, employees, officers, sub-awardees, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Subaward. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Subrecipients shall read and provide required insurance documentation prior to the signing of this Subaward.

#### **12. Assignment/Sub-agreement**

- A. The Subrecipient shall not assign or subaward any portion of this Subaward or transfer or assign any claim arising pursuant to this Subaward without the written consent of the County. Said consent must be sought in writing by the Subrecipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any subaward or procurement contract between the Subrecipient and a sub-awardee or between sub-awardees that is based on this Subaward, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Subaward, or (2) supplies.
- C. The Subrecipient shall include King County Terms and Conditions sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, the Federal Terms and Conditions contained herein (or the procurement contract provisions in 2 CFR 200 Appendix II as applicable), and any other grant requirement, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Subaward.
- D. The Subrecipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Subaward:

“Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Subaward. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Subaward and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph.”

**13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage**

The Subrecipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Subaward, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Subrecipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Subrecipients shall read and certify compliance.

- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for subawards beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Subrecipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Subaward. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Subrecipient from bidding on or being awarded a County subaward or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Subaward; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a “Measurable Amount of Work” is defined as a definitive allocation of an employee’s time that can be attributed to work performed under this Subaward, but that is not less than a total of one hour in any one week period.

**14. Conflict of Interest**

- A. The Subrecipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Subaward, and may result in termination of this Subaward pursuant to Section II and subject the Subrecipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Subrecipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County will be cancelled and it shall not be able to bid on any County agreement for a period of two years.
- C. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a subaward or grant that was planned, authorized, or funded by a County action in which the former County employee

participated during County employment. Subrecipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the subaward. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Subaward. After Subaward award, the Subrecipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Subaward any time during the term of the Subaward.

**15. Equipment Purchase, Maintenance, and Ownership**

- A. The Subrecipient agrees that any equipment purchased, in whole or in part, with Subaward funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Subaward budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Subrecipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Subrecipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Subaward unless otherwise agreed upon by the parties.

**16. Proprietary Rights**

The parties to this Subaward hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Subrecipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Subaward.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Subrecipient which are modified for use in the performance of this Subaward.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Subrecipient that are not modified for use in the performance of this Subaward.

**17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Subaward shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Subrecipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Subaward.

**20. Entire Subaward/Waiver of Default**

The parties agree that this Subaward is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Subaward. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Subaward shall not be deemed to be a waiver of any other or subsequent breach and

shall not be construed to be a modification of the terms of the Subaward unless stated to be such through written approval by the County, which shall be attached to the original Subaward.

**21. Amendments**

Either party may request changes to this Subaward. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Subaward. Changes to the County's agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Subaward. The Subrecipient shall be notified in writing of any changes in the agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Subaward does not change.

**22. Notices**

Whenever this Subaward provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Subrecipient and the project representative of the County department specified on page one of this Subaward. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

**23. Services Provided in Accordance with Law and Rule and Regulation**

The Subrecipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Subaward, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Subaward, the language in the Subaward shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**24. Applicable Law**

This Subaward shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**25. Electronic Processing and Signatures**

The parties agree that this Subaward may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Subaward. Therefore, the parties expressly agree that this Subaward shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Subaward.

The parties executing this Subaward electronically have authority to sign and bind its represented party to this Subaward.

**26. No Third Party Beneficiaries**

Except for the parties to whom this Subaward is assigned in compliance with the terms of this Subaward, there are no third party beneficiaries to this Subaward, and this Subaward shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**

## B. FEDERAL TERMS AND CONDITIONS

1. Subrecipients shall comply with Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements as appropriate for the Subrecipient’s organization type. In accordance with CFR 200.113, Mandatory Disclosures, Recipient must disclose, in a timely manner, in writing to the awarding agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
2. 2 CFR Part 200 Subpart F – Audit Requirements
  - (A) If the Subrecipient is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Subrecipient shall meet the respective audit requirements described herein as applicable.
  - (B) If the Subrecipient is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO’s Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as amended, and as applicable. The Subrecipient shall provide a copy of the audit report to each County division providing financial assistance to the Subrecipient no later than nine (9) months subsequent to the end of the Subrecipient’s fiscal year. The Subrecipient shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a “Management Letter” or other correspondence made by the auditor, the Subrecipient shall provide copies of those communications and the Subrecipient’s response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.
  - (C) If the Subrecipient is a Washington state municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with this requirement.

### 3. **U.S. Environmental Protection Agency Requirements**

#### (A) General Terms and Conditions – Updated 10-2-2017

The Subrecipient agrees to comply with the current EPA general terms and conditions available at:

[https://www.epa.gov/sites/production/files/2017-10/documents/updated\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_2\\_2017\\_or\\_later.pdf](https://www.epa.gov/sites/production/files/2017-10/documents/updated_epa_general_terms_and_conditions_effective_october_2_2017_or_later.pdf)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at

<http://www.epa.gov/grants/grant-terms-and-conditions>.

#### (B) General Terms and Conditions - Consultant Cap - Additional Information

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2018, the limit is \$629.42 per day \$78.68 per hour.

NOTE: For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>.

Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

#### (C) General Terms and Conditions – Cybersecurity



The Subrecipient agrees to comply with the current EPA general terms and conditions “Cybersecurity”. The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/state\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf)

For TRIBES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/tribal\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf)

For Other Recipients:

[http://www2.epa.gov/sites/production/files/2015-07/documents/cyber\\_security\\_grant\\_condition\\_for\\_other\\_recipients.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf)

## **ASSURANCES – NON CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.**

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the Subrecipient, I certify that the Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel

Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**END OF FEDERAL TERMS AND CONDITIONS**

**END OF RFA**