



Capacity Building for Homeless Service Providers Request for Proposals (RFP)

RFP Information

RFP No. 22-004-HOMELESS-CB

Capacity Building for Homeless Service Providers Request for Proposals (RFP)

Issue Date: May 16, 2022

Closing Date: June 10, 2022

Contact

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Return Proposals and Required Attachments by 4:30 P.M., June 10, 2022, to:

Pierce County Human Services, Community Services Division

E-mail: PCHSCommunityPrograms@piercecounitywa.gov

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I. PROPOSAL INFORMATION

Timeline for Selection	RFP Released Question and Answer Period Bidder's Conference RFP Closed Proposal Review/Evaluation Period Interviews, <i>if necessary</i> RFP Award Notification Contract Negotiation and Execution		May 16, 2022 May 16 – June 2, 2022 1:00PM, May 31, 2022 4:30 PM, June 10, 2022 June 11 – June 28, 2022 June 28, 2022 July 1, 2022 September 1, 2022
Bidder's Conference Contact Info	Zoom Link:	https://piercecountywa.zoom.us/j/91651705340?pwd=dStXUGt5TUNgckJvSVpvKzZ5YnJFQT09	
	One-tap mobile:	+12532158782,,91651705340# US (Tacoma)	
	Telephone: (for higher quality, use number based on your current location)	+1 253 215 8782 US (Tacoma) 877 853 5247 US Toll-free 888 788 0099 US Toll-free	
	Webinar ID:	916 5170 5340	
	Passcode:	788946	
	Find your local number:	https://piercecountywa.zoom.us/j/91651705340?pwd=dStXUGt5TUNgckJvSVpvKzZ5YnJFQT09	
Submittal Due Date	To be eligible for consideration, the Bidder's response to this Request for Proposal (hereafter called "proposal") must be submitted to PCHSCommunityPrograms@piercecountywa.gov no later than 4:30 PM on June 10, 2022 with RFP #, Proposal Title, and the Bidder's name in the subject line. Hard copies will not be accepted.		
RFP Exhibits	A: Budget Worksheet (Required) B: Notification of Required Assurances (Required) C: Pre-Award Risk Assessment (Required) D: Sample Contract Agreement (Information for Bidders)		
Proposal Materials	To obtain a copy of all RFP materials, please contact Bryan Barmore at bryan.barmore@piercecountywa.gov or download all materials from Solicitations and Competitive Bids Pierce County, WA - Official Website (piercecountywa.gov)		
RFP Amendments	The County may, at any time before execution of a contract, add or delete all or any portion of this RFP. The County will send any RFP addenda to each Bidder. If there is any conflict between addenda or between an addendum and the RFP, whichever document was issued last in time shall be controlling.		

Retraction to RFP	Pierce County is not obligated to contract for the services specified in this RFP. The County reserves the right to retract this RFP in whole, or in part, and at any time without penalty.
Ineligible Proposals	<p>Proposals submitted that are not responsive to the requirements of the solicitation are unacceptable and shall not be considered. Unacceptable proposals are those which are subject to at least one (1) of the following shortcomings:</p> <ol style="list-style-type: none"> 1. The Bidder failed to submit the response by the required deadline. 2. The proposal does not clearly demonstrate it meets all eligibility requirements. 3. The proposal is not submitted according to the instructions contained within this RFP. 4. The proposal does not include the required attachments and/or signatures. 5. The Bidder's prior contracting history with Pierce County, other government agencies, or another entity demonstrates that the Bidder and/or his or her organization failed to meet the obligations of the prior contract. This would also include terminations for cause.
Proposal Clarification	<p>Please send questions and any requests for clarification regarding this RFP in writing, via email, to PCHSCommunityPrograms@piercecountywa.gov. No calls please. The subject line needs to read – Capacity Building for Homeless Service Providers RFP Question.</p> <ul style="list-style-type: none"> • Include in the email with your question – your name, phone number, and email address to ensure we have the right contact information. • The deadline for submitting such questions/clarifications is June 1, 2022. <p>The County will post a final Q&A document on June 2, 2022. The Question and Answer page is located at Solicitations and Competitive Bids Pierce County, WA - Official Website so all Bidders will have access to view all questions and answers.</p>

II. GENERAL INFORMATION

BACKGROUND AND PURPOSE

In March 2022, Pierce County officially adopted a [Comprehensive Plan to End Homelessness](#) or “Plan.” This Plan aims to document the scale of the need and design a system to end homelessness in Pierce County. This Plan is designed to achieve “functional zero” – a state where any person starting a new episode of homelessness has immediate access to shelter and a permanent housing intervention. The Plan outlines the following six goals:

1. Create a unified homeless response system, including a unified regional approach with central decision-making authority of funding and services.
2. Ensure programs are truly effective for all populations.
3. Prevent homelessness.
4. Ensure adjacent systems address needs of people experiencing homelessness or who are at risk of homelessness.
5. Meet immediate needs of people experiencing homelessness where they are becoming homeless – not requiring them to leave the support networks in their communities to access services.
6. Expand the permanent housing system to meet the need.

With the growth of the Homeless Crisis Response System and the need to provide culturally appropriate services, many new providers are expanding their services to include programs to serve people experiencing homelessness. To support these organizations – especially those by and for black, indigenous and people of color, the County is seeking an organization to provide technical support to ensure these agencies have the support they need as they help people reestablish housing. Particularly, the County is seeking an organization that has expertise working with diverse populations and has experience delivering capacity building activities with a focus on both racial and geographic equity. Therefore, this solicitation seeks to target Strategy 2.1 of the Plan, “...develop and assist organizations to implement program changes to align with the needs of target populations.”

FUNDING AVAILABLE AND ELIGIBLE COSTS

Pierce County has made up to \$200,000 in American Recovery Plan Act (ARPA) funds available for this project. A Bidder’s ability to demonstrate cost effectiveness while providing comprehensive and effective outcomes will be part of the selection process. The Apparently Successful Bidder must be able to demonstrate that any funds awarded under this RFP were spent solely on this project.

ELIGIBLE APPLICANTS

This solicitation is open to individuals or organizations that satisfy the requirements stated in this RFP. At minimum, eligible applicants must meet the following requirements:

1. Prior to the effective date of the resulting contract, the selected vendor must be eligible to conduct business in Washington State; such eligibility must remain in effect for the duration of the contract;
2. Have five (5) or more years of experience related to the activities and deliverables described in the Project Scope.
3. The ability to engage in virtual collaborations on platforms like Zoom or Microsoft Teams.
4. The Bidder and/or a subcontractor providing services under this contract must have expertise in the proposed areas of service.
5. The Bidder's prior contracting history with Pierce County, other government agencies, or another entity must demonstrate that the Bidder and/or his or her organization met the obligations of the prior contract and/or current contract(s) must be in good standing and not under any performance improvement or corrective action plan in order to submit a proposal.

PROJECT SCOPE

Pierce County Human Services is soliciting a qualified consultant(s) to assist in the provision of services to develop organizational capacity at new and growing organizations providing homeless assistance services to ensure households experiencing homelessness have culturally appropriate service options. This is a 24-month grant opportunity to provide capacity building and technical support to organizations either currently receiving or interested in applying for Homeless Program funding.

Such technical support may include grant writing, board development, continuity of operations planning, development of policies and procedures, development or implementation of accounting principles or policies and procedures and any other activities reasonably identified as necessary to build organizational capacity, based on an assessment of the organization. This funding seeks to target assistance up to 20 organizations annually, especially by and for organizations, so that culturally appropriate organizations can effectively provide homeless assistance services that meet the needs of the wide variety of unique populations in Pierce County.

Consultant will also be required to provide quarterly cumulative reports enumerating services provided to each assisted organization, including targeted and realized outcomes for each organization.

III. GENERAL REQUIREMENTS

Bidders must comply with the County's general terms and conditions described in Exhibit A.

IV. REVIEW AND SELECTION CRITERIA

SCORING

All proposals will be reviewed by County staff for completeness and compliance with the Exhibits, questions specified in this RFP, and technical requirements. Responses that pass the initial eligibility requirements will be evaluated and scored based upon Bidder's answers to the specific questions in the RFP, community need and, where applicable, interviews.

Independent evaluators will review and score each proposal. After scoring, the evaluators will convene as a group and prioritize eligible proposals and make recommendations. Evaluators will not have a conflict of interest with any proposal they score.

The County instructs all evaluators to review and score proposals based only upon the response and not upon the evaluator's external experience with, or perception of, the Bidder. All proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any amendments thereto. For privacy purposes, evaluators' names are not subject to public disclosure by the County.

The scoring method for this RFP will be weighted scoring where each category is assigned a point value. Each proposal will be scored based on the responses to questions found in the Proposal and Technical Requirements section of this document and rated from highest to lowest score.

The Director of Human Services will review the final recommendations. Only the director has the authority to determine the final successful Bidder.

INTERVIEWS

The County reserves the right to conduct interviews with the top qualified Bidders and make a final selection.

SELECTION AND CONTRACT EXECUTION

Should the County not reach a favorable contract agreement with the Apparently Successful Bidder, the County shall terminate negotiations and commence negotiations with the next qualified Bidder and so on until a favorable contract agreement is reached. The County will not award a contract if no proposals are considered sufficiently responsive.

All Bidders will be notified by email as to the decision regarding their proposal. Apparently Successful Bidders will work with Pierce County Human Services staff to negotiate and execute a contract.

The public may view proposal documents after contract execution. At this time, Bidders not awarded a contract may seek additional clarification or debriefing, request time to review the selection procedures, or discuss the scoring methods utilized.

For a complete list of dates and deadlines please see the timeline in Section I of this document.

V. PROPOSAL AND TECHNICAL REQUIREMENTS

Proposals must be submitted to PCHSCommunityPrograms@piercecounitywa.gov no later than 4:30 PM on (June 10, 2022) with RFP #, Proposal Title, and the Bidder's name in the subject line. See the Proposal Information section for specific dates and deadlines.

Proposals must be clear and concise, and the proposal format/content should adhere to the following guidelines:

- Proposals must be 30 pages or less, not including attachments.
- Word or PDF file types
- Minimum of 12 pt. font
- Single spaced, with a minimum of .75-inch margins
- Include a table of contents
- Number each page and document footers must contain agency name and project name
- Include a cover page listing Agency Name, Proposal Title, Priority Area(s) of Service, RFP #, Date, Primary Contact Name and Information, and Contract Signer Name and Information.

Proposals must not exceed the response limitations listed in this RFP. Proposals exceeding the limitation shall be found non-responsive and shall not move to the scoring process.

All proposals are evaluated on the completeness and quality of the content. Only those Bidders providing complete information as required will be considered for evaluation. The County will not contact the agency for correction to proposals and Bidders are strongly encouraged to carefully review their proposals for completeness and accuracy before sending. The ability to follow these instructions demonstrates attention to detail.

QUALIFICATIONS (30 POINTS)

Briefly describe your organization and the characteristics that set your organization apart from your competitors. Be sure to include:

- How many years of experience does your organization have in completing projects like the one described in this RFP?
- Your expertise in the government sector, particularly with counties.
- Your expertise working with non-profit organizations delivering homeless services.
- Your expertise in federal, state, and local homeless policy and its implementation.
- Your expertise working with organizations led by black, indigenous, or people of color.
- Your expertise delivering technical assistance through a cultural lens.
- Your expertise in leading initiatives with equity and/or with a Targeted Universalism approach.
- Your expertise in any proposed areas of service delivery (e.g., board development, grant writing, accounting principles, etc.)

Provide a minimum of one (1) and a maximum of three (3) examples of prior work that is comparable in nature to the project described in this RFP. Submit the following information for each example:

- a. Project summary
- b. Project duration
- c. Description of services provided
- d. Include outcome of project
- e. Contact information for reference

PROPOSAL REQUIREMENTS AND WORKPLAN (55 POINTS)

Explain how your organization proposes to meet the requirements of this RFP. Include your organization's approach to assessing organizational need/gaps and delivering technical assistance or capacity building, particularly through a cultural lens. Explain why this approach is best suited to accomplish the proposed work.

Provide a summary of the major components, phases, deliverables, and services your organization is proposing to provide. Include the proposed timeline.

Identify all positions anticipated to be assigned to this project. Include résumés of the project lead/manager and other key staff. Describe each member's general roles and responsibilities to achieve the scope of work in this RFP and each member's time on the project.

At a minimum, proposals should address:

1. Plan for recruiting agency participation, especially by-and-for agencies
2. Strategy for prioritizing agencies to receive technical assistance
3. Description of participating agency assessment methodology
4. Strategy to ensure top 3 areas of need are addressed with each participating agency
5. Proposed contract deliverables, including deliverable timeline.

BUDGET (15 POINTS)

Complete Exhibit A, Budget Worksheet. Provide a detailed budget narrative that explains and justifies each cost and clearly explains how the amount for each line item was determined. The Consultants' firm-fixed prices and/or hourly rate must be reasonable and competitive with other proposals. Include a project payment schedule.

REQUIRED AND OPTIONAL ATTACHMENTS

- Exhibit A: Budget Worksheet (Required)
- Exhibit B: Notification of Required Assurances (Required)
- Exhibit C: Pre-Award Risk Assessment (Required)
- Exhibit D: Sample Contract Agreement (Information for Bidders)

EXHIBIT A:
Proposed Project Budget
Excel Spreadsheets

REQUIRED
MUST BE COMPLETED AND INCLUDED WITH
THE APPLICATION PACKAGE SUBMITTED

EXHIBIT B:
Acknowledgement of Required Assurances

REQUIRED

**MUST BE COMPLETED AND INCLUDED WITH
THE APPLICATION PACKAGE SUBMITTED**

ACKNOWLEDGEMENT OF REQUIRED ASSURANCES

This page must be signed and submitted with the applicant's response to this RFP. This notification must contain the signature of the person(s) authorized to execute a contract on behalf of the organization.

By submitting a response to this RFP and by my signature on this document, I understand and agree that any contract resulting from this solicitation will require compliance with the requirements of the contract and with the statutes, regulations, requirements and policies identified below, including but not limited to:

Federal Requirements

- Drug-Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;
- Nondiscrimination and Equal Opportunity, [24 CFR 5.105\(a\)](#);
- Federal Funding Accountability and Transparency Act (FFATA);
- Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276B, 376c; 41 U.S.C. 51-54;
- Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989;
- Hatch Political Activity Act, 5 U.S.C. 1501-8;
- Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying amendment); 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any organization, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient;

Washington State Laws and Regulations

- Affirmative action, RCW 41.06.020(11);
- Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- Disclosure – campaign finances – lobbying, Chapter 42.17 RCW;
- Discrimination – human rights commission, Chapter 49.60 RCW;
- Ethics in public service, Chapter 42.52 RCW;
- Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- Open public meetings act, Chapter 42.30 RCW,
- Public records act, Chapter 42.56 RCW; and
- State budgeting, accounting and reporting system, Chapter 43.88 RCW;

Other Regulations or Requirements

- Terms of any resulting from the contract;
- Purchase of comprehensive liability insurance and bonding, as required by the County;
- Verification of a new employee's eligibility to work legally in the United States; the County requires that all businesses which contract with the County in excess of \$25,000 and of duration longer than 120 days and are not specifically exempted by Pierce County Code 2.106.022, be enrolled in the Federal [E-Verify](#) Project. The requirement extends to every subcontractor meeting the same criteria;

- Guarantee that the Applicant's cost proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition. This condition does not preclude or impede the formation of a consortium of agencies for the purpose of bidding on this NOFA;
- Assurance that non-residential providers have in place an evacuation plan for use in the event of a disaster required by WAC 170-295-3010(2)(n); and
- Contractor will comply with Federal Block Grant requirements, if applicable.

Conflict of Interest

- The applicant should disclose conflicts of interest, in writing, to the evaluation committee who will consider the nature of the applicant's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the applicant needs to take to remedy the conflict of interest.

Application Approval and Signature: The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, will assure that any funds received as a result of this application are used for the purposes set forth herein and the organization will comply with all contractual obligations.

Printed Name and Title

Signature

Organization

Date

EXHIBIT C:
Pre-Award Risk Assessment

REQUIRED

**MUST BE COMPLETED AND INCLUDED WITH
THE APPLICATION PACKAGE SUBMITTED**

Instructions

Answer all questions and comment on your answers. If you have to submit supporting documents, please verify the dates are correct, dollar amounts, the most current policies are submitted, and correct agency information are provided. Pre-Award Risk Assessments are governed by 2 CFR Part 200. **Submit the most current documentation and all requested documentation.**

Financial Stability	Yes	No	NA	Comments (Explanation of answer/response)
1. Has the organization had changes to key staff or positions in the past twelve (12) months? Key staff may include the Director, Program Supervisor and Fiscal Manager. If yes, please provide the title of the position and the length of time the person serving in the position has been at the organization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Does the organization have any outstanding obligations with federal, state or local governments? If yes, please explain and provide the plan(s) for re-payment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Has the organization been granted tax exempt status by the IRS? If not, does the organization meet the criteria for non-exempt organizations to receive this funding? Please provide the agencies most recent 990 or applicable tax return.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Management System	Yes	No	NA	Comments
1. Does the accounting system provide for the recording of actual grant/contract costs according to categories of your approved budget, and provide for complete disclosure? If yes, please explain and provide a Chart of Accounts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Has your organization had changes to business systems in the past twelve (12) months? If yes, please describe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is there a time and effort tracking system in place to adequately record staff hours worked against awards? Please provide a sample timesheet and a report showing how staff time is charged to grants and programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Does management review financial reports monthly to assess the status of performance activity? If yes, please provide an example of the reports reviewed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. Are indirect costs accumulated into cost pools for allocation to projects, contracts and grants? If yes, please provide your indirect cost rate and/or cost allocation plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
History of Performance	Yes	No	NA	
1. Has the organization had any challenges in meeting grant reporting deadlines on time in the past three years? If yes, please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Audit Reports and Findings	Yes	No	NA	Comments
1. Did your organization expend \$750,000 or more in federal funds in any one of the past three (3) fiscal years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Has your organization had any type of independent audit within the last three years? Please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Provide any audit findings received from auditing entities within the last three years; include date(s) of audits.				
4. Did your organization have any monitoring visits by grantors or funders in the last three years? If applicable, please submit a copy of the report(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Has the agency submitted any corrective action plans to resolve audit findings within the last three (3) years? If yes, please provide copies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has an audit indicated any questioned or unallowable costs within the last three (3) years? If yes, please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Applicants Ability to Implement Requirements	Yes	No	NA	Comments
1. Does the organization have the resources of staff and funding to meet the performance requirements of the award? If yes, please provide the staff positions and the capacity to perform grant deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Does the organization have the resources to undertake additional requirements? Please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Has the agency been suspended or debarred within the last thirty-six (36) months? If yes, explain the circumstances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Prepared by: _____

Date Prepared: _____

EXHIBIT D:
Sample Contract Agreement
INFORMATIONAL



Pierce County

HUMAN SERVICES: HOMELESS PROGRAMS CONTRACT FOR

Title:

**Contract
Number:**

SC-[XXXXXX]

Start Date:

**End
Date:**

**Fiscal
Year:**

The County reserves the right to extend this Agreement for additional periods. The decision to extend is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

CFDA(s): 21.027

FAIN(s): SLFRP0189

**TOTAL AGREEMENT FUNDING NOT TO
EXCEED:**

\$

Subrecipient Name:

Mailing Address:

Contact Name:

Title:

Phone:

Email:

Fiscal Contact:

Email:

Agency UBI:

Agency SAM:

[Human Services] Contacts

Contract Manager:

Phone or Email:

Program Contact:

Phone or Email:

Fiscal Contact:

Phone or Email:

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Subrecipient, referred to individually as a "Party" and collectively as the "Parties," mutually agree that Subrecipient shall provide the services and comply with the requirements set forth herein and the attachments, incorporated by reference into this Agreement:

EXHIBITS

A: Statement of Work

D: General Terms and Conditions

B: Compensation and Financial Requirements

E: Federal Terms and Conditions

C: Recordkeeping, Reporting and Audit Requirements

F: Subaward Information

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the Parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties. The Parties signing below warrant that they have read and understand this Agreement and have authority to enter this Agreement.

Subrecipient Signature

Printed Name and Title

Date

[DPA Name], Deputy Prosecuting Attorney

Date

Gary Robinson, Finance Director

Date

Heather Moss, Human Services Director

Date

Bruce Dammeier, County Executive (over \$250k)

Date

EXHIBIT A – STATEMENT OF WORK

Subrecipient has been granted a Subaward by County, reflected by the **Total Agreement Amount** set forth herein on page one (1) of this Agreement, of federal funds from the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (“ARPA Act”). Subrecipient shall use this ARPA Act Subaward to implement the Agreement requirements set forth below.

1. BACKGROUND AND PURPOSE

2. SUBRECIPIENT RESPONSIBILITIES

3. PERFORMANCE MEASURES

4. REPORTING/DELIVERABLES

- 4.1. The Subrecipient shall report Performance indicators including both output and outcome measures of programs supported with ARPA funding. At a minimum should include the following, but Subrecipients are encouraged to provide any additional datapoints that support efforts to promote equitable outcomes.
 - 4.1.1. Total Number of individuals served.
 - 4.1.2. Demographic information (age, gender, race/ethnicity, location, income etc.)
 - 4.1.3. Outcomes over time of how the program positively impacted the target audience, (e.g., total percent reduction in food insecurity, graduation/school performance of students participating in programs, barriers removed over time).
- 4.2. In addition, when requested, the Subrecipient shall complete the ARPA Funding Project report provided by the County as part of the required reporting to the US Treasury on all ARPA awards.
- 4.3. All reporting shall be done no less than quarterly. The County reserves the right to change the reporting frequency as needed and request additional performance measures, output measures, or other information regarding service delivery data for the funding awarded to the Subrecipient for the purpose of ARPA reporting.

5. COUNTY RESPONSIBILITIES

- 5.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:
 - 5.1.1. Provide administrative and financial oversight, direction, training, and technical assistance in accordance with established laws and regulations.
 - 5.1.2. Monitor Subrecipient activities to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward Performance Measures are achieved. Subrecipient monitoring by County will conform with 2 CFR 200.332 and include, but not be limited to:
 - 5.1.2.1. Reviewing financial and performance reports.
 - 5.1.2.2. Ensuring Subrecipient takes timely and appropriate action on any and all deficiencies pertaining to this Agreement that are detected by County through audits and on-site reviews.
 - 5.1.2.3. Issuing management decisions for applicable audit findings.
 - 5.1.2.4. Resolving audit findings.

5.1.3. Verify that Subrecipient is audited as required by Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), as applicable.

5.1.4. Take enforcement action against Subrecipient for noncompliance.

5.2. Subrecipient shall perform the activities outlined in the preceding section (5.1.1 thru 5.1.4) with respect to its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement.

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SAMPLE

EXHIBIT B – BUDGET & FINANCIAL REQUIREMENTS

1. COMPENSATION

- 1.1. Funding is based on the services as set forth in the Scope of Work in this Agreement. The Subrecipient shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds by the County from state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Subrecipient per Section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Subrecipient for any work performed after the receipt of the notification.
 - 1.2.1. Should a change in funding source occur or become necessary, in lieu of a formal amendment, the County shall notify the Subrecipient immediately, by issuing written notice to the Subrecipient, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions in Exhibit D to this Agreement (GTC). The Subrecipient shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.3. Funds shall not be obligated for:
 - 1.3.1. Costs incurred prior to start date of this Agreement:
 - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or
 - 1.3.1.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations, or as defined in the GTC or Scope of Work.
 - 1.3.2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, subcontractors, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Subrecipient shall provide services in the most effective, efficient, and economical manner possible.
- 1.5. The maximum consideration for this Agreement is not to exceed \$XXXXXXX, as set forth in the funding table below. Subrecipient shall monitor its monthly expenses and ensure those monthly expenses do not exceed the maximum consideration for this Agreement.

Payment Period: xxxx, 2022 to xxxx, 2022			
Service Designation/Activity	Rate Method	Amount	Not to Exceed
			\$xxxxxxx
xx-Month Total			\$xxxxxxx

2. FEDERAL REQUIREMENTS

- 2.1. Subrecipient understands this Agreement is for an ARPA Act Subaward from County under CFDA No. 21.027 and, as such:
 - 2.1.1. Subaward funds may only be expended for eligible uses under and in full compliance with Section 603(b) of the Social Security Act (the Act), as amended by Section 9901 of the ARPA Act and in accordance with US Treasury Coronavirus State and Local Fiscal Recovery Fund rules and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds as may be amended and supplemented.
 - 2.1.2. Subaward funds may only be used for costs applicable to this Agreement which are included in the approved budget. Subaward funds may not be used for general administration or operation of the Subrecipient and may not replace non-federal funds in any jointly funded project.
 - 2.1.3. Subrecipient may provide an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government. If no such rate exists, a *de minimis* indirect cost rate (10%) as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (f), may be used.
- 2.2. In addition to other audit requirements set forth in this Agreement, Subrecipients who are not required to obtain a single or program-specific audit that meets the requirements of 2 CFR 200.500-507 or do not have audited financial statements prepared, are required at a minimum to have a reviewed financial statement prepared annually by an independent Certified Public Accountant (CPA). Audits and/or reviewed financial statements must be submitted to the County within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.

3. REIMBURSEMENT PROCEDURE

- 3.1. Reimbursement requests shall only be for costs actually incurred per the approved budget and supported by documentation. The Subrecipient is prohibited from submitting requests for payment in excess of actual requirements for carrying out the Scope of Work.
- 3.2. Reimbursements shall be requested on an Agreement Payment Request (invoice) form, developed and provided by the County as an attachment to the Agreement.
 - 3.2.1. The Subrecipient shall submit the invoice within twenty-one (21) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Agreement. The County shall issue payment no later than twenty-five (25) working days after the receipt of complete and accurate billing information as determined by the County.
 - 3.2.2. Invoices shall be accompanied by documentation to support the amount of the request for reimbursement. The County shall not release payment until the Subrecipient provides all required documentation identified in this Agreement, including those identified as "reporting requirements." Submission of incomplete or inaccurate information on an invoice may delay the reimbursement process. Any delay in the reimbursement process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Agreement.
 - 3.2.3. Invoices must be signed with an original or electronic signature and received prior to payment.

- 3.2.4. Invoices shall be submitted to the following email address:
pccchmlsinv@piercecounitywa.gov
- 3.2.5. The County reserves the right to amend, delete, or add to the invoice form as it deems necessary. Any revisions or changes to the invoice will be provided to the Subrecipient in a timely manner.
- 3.3. Due to County fiscal year end and Agreement closeout requirements, the Subrecipient shall:
 - 3.3.1. Submit the final invoice for the calendar year (CY) in the month of January. The actual date will be determined and communicated to the Subrecipient by the County.
 - 3.3.2. When the term of the Agreement ends in any month other than December, the Subrecipient shall submit the final billing for the Agreement, based on the date determined by the County.
 - 3.3.2.1. The County will provide timely written notification, via a formal letter or an e-mail, of the submission requirements for these time frames.
 - 3.3.3. Failure to follow the year end and/or final invoice instructions, may result in a delayed payment or nonpayment for the given month.

EXHIBIT C – RECORDKEEPING, REPORTING & AUDIT REQUIREMENTS

1. RECORDKEEPING & REPORTING

- 1.1. Subrecipient shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all “public records” associated with this Agreement for up to six (6) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law. This Agreement is subject to review by any Federal or State auditor. County or its designees shall have the right to review and monitor the financial and service components of this Agreement by whatever means are deemed expedient by the County. Such review/right to access may occur with or without notice, and may include, but is not limited to, on-site inspection and inspection of all records or other materials which the County deems pertinent to this Agreement and its performance. Subrecipient shall preserve and maintain all financial records and records relating to performance of this Agreement for six (6) years after termination or expiration, and shall make them available for such review, within Pierce County, State of Washington, upon reasonable request.
- 1.2. Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
- 1.3. Subrecipient shall establish and maintain in conformance with applicable accounting laws, regulations, and standards an accounting system that, at a minimum:
 - 1.3.1. Adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.
 - 1.3.2. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
 - 1.3.3. Accurately identifies all costs incurred by Subrecipient, even when no revenue is received from services.
- 1.4. Subrecipient shall maintain all records containing information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
- 1.5. Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles.
- 1.6. Upon reasonable request by County, Subrecipient shall provide to County any and all information, data, and other reporting, to the fullest extent permitted by law, that is required by the County to comply with federal, state, and local laws and to meet the County’s reporting obligations.

2. AUDITS

- 2.1. Subrecipient shall submit to the County’s fiscal representative an independent audit engagement letter and satisfy the other conditions set forth below, as applicable:

- 2.1.1. Subrecipients that are required to have a Single Audit under 2 CFR 200 Subpart F must submit a copy of the independent audit engagement letter to the County upon execution of this Agreement.
- 2.1.2. When state funds are also to be paid under this Agreement, a Schedule of State Financial Assistance must also be included.
- 2.1.3. Subrecipient shall inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with Subrecipient so that a County representative can be present if the County so desires.
- 2.1.4. Subrecipient shall submit the independent Certified Public Accountant (CPA) auditor's financial statement report, Single Audit reports and the management letter (collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports. Further, Subrecipient shall:
 - 2.1.4.1. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
 - 2.1.4.2. Make available working papers of the reports to County.
- 2.1.5. Subrecipient shall include all relevant audit requirements in any subcontracts.
- 2.2. When Subrecipient is a state or local government entity, the Office of the State Auditor will conduct the audit.
- 2.3. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient in accordance with 2 CFR 200.509.
- 2.4. In the event Subrecipient's independent auditor does not provide the assurances necessary to satisfy relevant legal audit requirements, County retains the right to request a full audit and Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.
- 2.5. If Subrecipient receives an annual audit due to requirements other than stated in this Agreement, Subrecipient shall submit all reports from these audits to the County's fiscal representative in accordance with section 2.1.4 above.
- 2.6. For Subrecipients who are not required to obtain a Single Audit, County, at its discretion, may require the Subrecipient to obtain an independent review or an independent audit, at the Subrecipient's expense, conducted by an independent CPA. A Single Audit requirement may also apply.

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Future Non-Allocation of Funds.** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services of amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by County ordinance. No penalty or expense shall accrue to the County in the event this provision applies.
2. **Amendments.** All amendments to this Agreement shall be in writing and approved by County.
3. **Insurance and Bond.** The insurance coverages specified in this section (3) are required unless modified by separate addendum to this Agreement. Insurance requirements, if any, contained in the separate addendum shall take precedence over this section (3).
 - 3.1. Throughout the life of this Agreement and any Amendments, Subrecipient and its consultants and subcontractors, shall at Subrecipient's and its consultants' and subcontractors' own expense maintain with an insurance carrier authorized or eligible in the State of Washington, at a minimum, the insurance set forth below.
 - 3.1.1. Commercial Automobile Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.
 - 3.1.2. Commercial General Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.
 - 3.1.3. Professional Liability Insurance – are ☐ or are not ☐ applicable to this Agreement:
 - 3.1.3.1. Errors and Omissions Insurance providing \$1,000,000.00 limit coverage, with no greater than a \$1,000.00 deductible for all liability which may be incurred during the life of this Agreement.
 - 3.1.4. Either blanket Employee Dishonesty Coverage in the minimum amount of **<insert appropriate amount>** OR a separate fidelity or faithful performance bond in the amount of **<insert appropriate amount>** payable to "Pierce County." The insurance or bond shall guarantee Subrecipient faithfully accounts for all funds received by Subrecipient under this Agreement and assures that such funds received by Subrecipient under this Agreement are used for solely allowable and permissible purposes under this Agreement and the performance of this Agreement.
 - 3.2. Subrecipient shall have County named as an additional insured on all required insurance policies and such insurance carried by Subrecipient shall be primary over any insurance carried by County.
 - 3.3. Subrecipient shall provide a certificate of insurance and endorsements to be approved by County's Risk Manager prior to execution of this Agreement. Subrecipient shall not commence work under this Agreement until all required evidence of insurance and related documentation has been obtained and approved by County's Risk Manager.
 - 3.3.1. Subrecipient shall ensure all certificates of insurance (COI) and endorsements are submitted to the County upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.

- 3.4. Subrecipient may comply with these insurance requirements through a program of self-insurance that meets or exceeds the limits set forth above in section 3.1. Subrecipient must provide County with adequate documentation of self-insurance to be approved by County's Risk Manager prior to execution of this Agreement. Subrecipient shall not commence work under this Agreement until all required proof of adequate self-insurance and related documentation has been obtained and approved by County's Risk Manager.
- 3.5. In the event of non-renewal, cancellation, or material change in self-insurance or coverage under this Agreement, Subrecipient shall provide County with forty-five (45) days advance notice of such event.
- 3.6. County has no obligation to pay Subrecipient's insurance premiums.
- 3.7. If at any time County has reasonable grounds to believe insurance coverage and/or bond amounts for this Agreement are inadequate, County may request, in writing, that Subrecipient increase insurance coverage or bond amount and Subrecipient shall comply within fifteen (15) days of receipt of said written request from County.
- 3.8. County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

4. Defend, Hold Harmless and Indemnity.

- 4.1. Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.
 - 4.1.1. The preceding section (4.1) is valid and enforceable only to the extent of Subrecipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (1) the County or its agents or employees, and (2) the Subrecipient or the Subrecipient's agents or employees.
- 4.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents, and employees, Subrecipient expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.

- 4.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Subrecipient as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.
- 4.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.
- 4.5. Capital Projects
 - 4.5.1. Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
 - 4.5.2. Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.
 - 4.5.3. Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

5. Non-Discrimination.

- 5.1. During the performance of this Agreement, Subrecipient shall comply with federal, state, and local laws including, but not limited to:
 - 5.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - 5.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.],
 - 5.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.]
 - 5.1.4. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - 5.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - 5.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - 5.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States,
 - 5.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 - 5.1.9. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- 5.2. Requirements of County's Equal Employment Opportunity Policy are incorporated by reference to this Agreement and include, but are not limited to, the following:
 - 5.2.1. Subrecipient shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

- 5.2.2. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, Subrecipient may state that Subrecipient is an Equal Opportunity Employer, instead of using the longer qualification.
- 5.2.3. Subrecipient will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
- 5.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.
 - 5.2.3.2. Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement.
 - 5.2.3.3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Subrecipient's facilities, or other benefits provided under this Agreement; nor
 - 5.2.3.4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (1) the types of service or the benefits to be provided; (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Subrecipient will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- 5.2.4. As required by Title II/III of the ADA regarding places of public accommodation, Subrecipient will ensure equal opportunity for individuals with disabilities to receive services. Subrecipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

6. Religious Activities. In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, as a general rule, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by County under this Agreement:

- 6.1. Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement.
- 6.2. Subrecipient may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.

- 6.3. In performance of this Agreement, Subrecipient shall not discriminate against an individual beneficiary or a prospective beneficiary of services on the basis of religion or religious belief.
- 7. Drug-Free Workplace.** Subrecipient shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.
- 8. Payment of Taxes.** Subrecipient shall pay all federal, state, and local taxes incurred by Subrecipient. Subrecipient shall require payment of all federal, state, and local taxes incurred by any of its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement. Satisfactory performance of this section (8) is a condition precedent to payment by the County under this Agreement.
- 9. Independent Contractor Relationship.** Subrecipient and County are and shall at all times be deemed independent contractors. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Subrecipient and County and the County or any of the Subrecipient's employees or agents. Subrecipient and County shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by Subrecipient and County, respectively, pursuant to this Agreement.
- 10. Assignability.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County.
- 11. No Third-Party Beneficiary.** County does not intend by this Agreement to assume any contractual obligations to anyone other than Subrecipient, and Subrecipient does not intend by this Agreement to assume any contractual obligations to anyone other than County. County and Subrecipient do not intend that there be any third-party beneficiary to this Agreement.
- 12. Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 13. Debarment.** Subrecipient shall assure that its officers, agents, subcontractors, and consultants shall not fund, Agreement with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds. Subrecipient certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by County, Subrecipient shall complete a certification to the terms of this section (13).
- 14. Dispute Resolution.** Differences between Subrecipient and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Subrecipient and County shall meet and confer in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.
- 15. Suspension & Termination.**
- 15.1. County may, upon written notice to Subrecipient, immediately suspend or terminate this Agreement in whole or in part or withhold any payment to Subrecipient in whole or in part, whenever County, in its sole discretion, determines that such suspension or termination is in the

County's interests. This includes, without limitation, the occurrence of any one or more of the following:

- - 15.1.1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion.
 - 15.1.2. Performance of this Agreement is rendered unfeasible or impossible for any reason.
 - 15.1.3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by County.
 - 15.1.4. Subrecipient uses Agreement funds improperly or illegally.
 - 15.1.5. Subrecipient provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently.
 - 15.1.6. Subrecipient fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner.
 - 15.1.7. Subrecipient fails to resolve in a timely fashion audit finding(s) associated with this Agreement which could materially impact performance of this Agreement.
 - 15.1.8. Subrecipient is unable to carry out the terms and conditions of this Agreement in compliance with applicable federal, state, or local law; or
 - 15.1.9. Any illegal act by Subrecipient.
- 15.2. Whenever the Agreement is terminated in accordance with the above (section 15.1), Subrecipient shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Subrecipient and supported by appropriate documentation prior to termination. Termination of this Agreement by County at any time during its term, whether for default or convenience, shall not constitute a breach by County.
- 15.3. County's forgiveness of Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- 15.4. If Subrecipient receives a notice of termination from County, Subrecipient shall:
 - 15.4.1. Cease performance under this Agreement to the extent specified in the notice of termination.
 - 15.4.2. Place no further orders or agreements for goods, services, or facilities to complete the performance now terminated.
 - 15.4.3. Assign to County all of Subrecipient's rights, title, and interest under the orders and agreements placed by Subrecipient to complete the performance now terminated.
 - 15.4.4. Deliver or convey title to:
 - 15.4.4.1. Any property produced by the work terminated.
 - 15.4.4.2. Any usable personal property in which County has a secured interest.
 - 15.4.4.3. Any usable property carried on the County's inventory.

15.4.4.4. Any real property in which County, or any entity names by County, has a secured interest.

15.4.5. Send a final request for reimbursement, supported by appropriate documentation, for the performance now terminated to County within thirty (30) calendar days of the date of termination.

15.5. Upon termination, County will:

15.5.1. Arrange to take delivery of property or the right, title, or interest of real property conveyed by Subrecipient in conjunction with this Agreement; and

15.5.2. Make final payment upon receipt of final billings for all authorized services, if Subrecipient has provided documentation that County's interests are fully protected.

15.6. The rights and remedies in this section (15) are in addition to any other rights and remedies provided by law or under this Agreement.

16. Close-Out. Subrecipient shall submit to County no later than 60 calendar days after the end of the period of performance of this Agreement all financial, performance, and other reports as required by this Agreement.

17. E-Verify Participation. Subrecipient shall comply with Pierce County Code 2.106.022, as applicable, by signature of this Agreement.

18. Proprietary Software. In the event Subrecipient accesses County's proprietary software applications to perform any work under this Agreement, Subrecipient shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

18.1. The use of the software application shall be restricted to employees or subcontractors.

18.2. The Subrecipient shall not "pirate" or reverse engineer the software application; and/or

18.3. Otherwise use the application in any way that may harm the County.

19. Subrecipient Assets.

19.1. Title to all property furnished by Subrecipient in performance of this Agreement shall remain with the regulating authority; and title to all property furnished by the County in performance of this Agreement shall remain with County.

19.2. Subrecipient shall obtain prior written approval by County when purchasing nonexpendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.

19.3. Title of all non-expendable personal property purchased by Subrecipient, the cost of which Subrecipient is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the County upon acceptance of such property by the Subrecipient.

19.4. Non-expendable personal property purchased by Subrecipient under the terms of this Agreement, in which title is vested in the County, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the County.

19.5. Any non-expendable personal property furnished to, or purchased by, Subrecipient, title to which is vested in the County shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.

- 19.6. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, Subrecipient agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Title 62A RCW.
- 19.7. Subrecipient will furnish to County by the fifteenth (15th) day of October each year while this Agreement is in effect, unless otherwise stated, an inventory of any and all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all nonexpendable personal property, including small and attractive items, purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging, or marking, describing, recording, and reporting the property involved.
- 19.8. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.
- 19.9. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). Subrecipient shall take all reasonable steps to protect that property from further damage.
- 19.10. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between Subrecipient and County, Subrecipient shall surrender to County all property of the County.
- 19.11. County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- 19.12. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- 19.13. Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.

20. Licensing and Accreditation Standards. Subrecipient agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.

21. Data Security. Subrecipient agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.

- 22. Confidentiality.** Subrecipient, its employees, subcontractors, consultants, and their employees shall maintain the confidentiality of all confidential information provided by County in performance of this Agreement.
- 23. Improper Influence.** Subrecipient and County warrant that each did not and will not employ, retain, or Agreement with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 24. Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Subrecipient, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Subrecipient in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of a breach of this Agreement by Subrecipient. The rights and remedies of County provided for in this section (24) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County decides under this section (24) shall be an issue and may reviewed as provided in the Dispute Resolution section (14) above.
- 25. Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Subrecipient or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Subrecipient and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Subrecipient and County shall be responsible for their own attorney's fees and costs.
- 26. Survivability.** The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive.
- 27. Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by Subrecipient and County.
- 28. Entire Agreement.** This written Agreement represents the entire Agreement between the Subrecipient and County and supersedes any prior oral statements, discussions, or understandings between Subrecipient and County.

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EXHIBIT E – FEDERAL TERMS & CONDITIONS

1. Without limitation as otherwise set forth in this Agreement, Subrecipient shall comply with all relevant Catalog of Federal Domestic Assistance (CFDA) Listing Requirements, as amended, and supplemented. Specifically, but not by way of limitation, CFDA 21.027 has the following policy requirements:
 - 1.1. 31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.
 - 1.2. 2 CFR Part 200, including Subparts B through F
 - 1.2.1. Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing: 2 CFR Part 25, Universal Identifier and System for Award Management; 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; and 2 CFR Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 CFR § 200.204 (Notices of Funding Opportunities); 2 CFR § 200.205 (Federal awarding agency review of merit of proposal); 2 CFR § 200.210 (Pre-award costs); and 2 CFR § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 CFR § 200.308 (revision of budget or program plan); 2 CFR § 200.309 (modifications to period of performance); CFR § 200.305 (b)(8) and (9) (Federal Payment).
2. Without limitation as otherwise set forth in this Agreement, Subrecipient shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal, state, and local laws and regulations, including but not limited to, 2 CFR 200.318 through 200.327, as well as Appendix II to 2 CFR Part 200 (entitled “Agreement Provisions for Non-Federal Entity Contracts Under Federal Awards”).

Byrd Anti-Lobbying Amendment Compliance and Certification Form

The following certification regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. Authorized Official of Subrecipient, on behalf of Subrecipient, hereby certifies to the best of his or her knowledge and belief that:
 - a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Agreement, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Authorized Official of Subrecipient shall complete and submit, along with the execution of this Agreement, OMB standard form LLL, Disclosure of Lobbying Activities, to County; and
 - c) Authorized Official of Subrecipient will include the language of this Certification in all agreements with its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement, as applicable in accordance with relevant federal law and regulations as may be amended and supplemented.
3. This certification is a material representation of fact upon which reliance is placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature of Subrecipient's Authorized Official

Name of Subrecipient's Authorized Official

Date

EXHIBIT F – SUBAWARD INFORMATION

Subrecipient Name:	
Subrecipient Unique Identifier (SAM):	
Federal Award Identification Number (FAIN):	SLFRP0189
Federal Award Date:	May 19, 2021
Subaward Period of Performance Start and End Date:	
Subaward Budget Period Start and End Date:	
Amount of Federal Funds Obligated:	
Total Amount of Federal Funds Obligated to Subrecipient (including the current financial obligation):	
Total Amount of Federal Funds Committed to Subrecipient:	
Federal Award Project Description:	
Name of Primary Awarding Entity:	
Name of First Pass Through Entity:	
Contact Information for Pierce County:	
CFDA Number:	21.027
CFDA Program Title:	American Rescue Plan Act
Research and Development:	
Indirect Cost Rate:	N/A