

Contract, Procurement and Real Estate Services (CPRES)

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www.kingcounty.gov/health

Public Health
Seattle & King County



Request for Applications # 2025EHS839RFA

ADVERTISED DATE:

Title: Commissary Kitchen Program

Due Date and Time: **No later than August 01, 2025, 2:00 PM**

Contract Specialist: Saba Al Harazi

Submit Questions & Application to: cpres-EHS@kingcounty.gov

All submitted RFA responses become public information and may be reviewed by anyone requesting to do so at the end of the selection process. RFA responses will become the property of King County and will not be returned to the Applicants.

Applications must include this RFA Response Cover Sheet, signed and dated by the President of the Board, Executive Director, or someone who has the full authority to legally bind the entity submitting the RFA response to the contents of the RFA response.

The selected Applicant will be required to enter into an Agreement with King County, which will be initiated by PHSKC. The department's standard agreement terms and conditions are included in this RFA as an Attachment, as well as any terms and conditions of the funding source. These terms and conditions are subject to change prior to execution of the actual Agreement.

I understand the terms and conditions of the RFA and agree to meet the requirements of PHSKC if an award is made. All information provided in this Application is true and accurate to the best of my knowledge. Proposed program design and costs shall be valid until at least the end of the Applicant's current fiscal year. I have read the potential Agreement terms and conditions and do hereby accept them as presented. I understand that the actual Agreement will be sent subsequent to award for my signature.

Signature

Date

Printed Name & Title

Applicant Information

Organization Name: _____

Address: _____

Primary Contact Information

Name, Title, and Email Address: _____

Secondary Contact Information

Name, Title, and Email Address: _____

THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.

This Request for Applications will be provided in alternative formats for individuals upon request.

RFA Summary

Summary Description

The Public Health – Seattle & King County Environmental Health Services (EHS) Division Food Safety Program is conducting a program designed to provide financial assistance to independently owned or operated street food vendors to cover the costs of their commissary kitchen operating fees for a period of up to 6 months. The Food Safety Program is creating a partnership with organizations or businesses that are able to offer commissary kitchen access at reduced kitchen rental fees, to help lower financial barriers for street food vendors who are new to the food permitting process. The Food Safety Program's goal is to partner with up to 15 organizations to secure kitchen spaces for up to 50 street food vendors to use for 10-15 hours or more per week. By increasing access to commissary kitchens and food safety training for food vendors, this project will advance food safety in public health. Commissary kitchen access will ensure that businesses are able to safely handle food and meet regulatory requirements.

Eligible applicants are commissary kitchens and restaurants with shared kitchen spaces. In addition, community organizations, Donated Food Distribution Organizations, community coalitions/networking/partnership organizations, social service organizations, faith-based organizations, and community-based organizations with shared kitchen spaces are also eligible.

Pre-Application Conference

Public Health – Seattle & King County (PHSKC) will conduct a pre-Application conference for this RFA. This conference will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the application process.

Monday June 23, 3:00-4:00 pm

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 230 656 386 924 3

Passcode: jX6uf2Lf

Dial in by phone

[+1 425-653-6586,,566915803#](#) United States, Bellevue

[Find a local number](#)

Phone conference ID: 566 915 803#

Join on a video conferencing device

Tenant key: kcsc@m.webex.com

Video ID: 115 114 201 5

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

For organizers: Meeting options | Reset dial-in PIN

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
June 18, 2025	Request for applications issued
June 30, 2025, 10:00-11:00 AM	Optional pre-application conference (virtual/remote)
July 30, 2025	Final day to ask questions via email – no later than noon PST
August 1, 2025	Applications due no later than 2:00 PM PST
August 11-15, 2015	Scoring date range (tentative)
August 15- 22, 2025	Notice of awardee selection (tentative)
October 1, 2025	Anticipated contracts start date (tentative)

What to Submit

Applications shall be emailed in one email and shall contain all required documents as one file or multiple files:

A. Completed and signed RFA cover page.

B. Submit one written response (10 pages max) answering the following questions:

1. Accessibility

- What is your location?
- What are your operating days/ hours? Do you provide after-hours access? Are you open 24/7?
- Parking:
 - Do you have daytime parking?
 - Is there available overnight parking for a mobile food truck, trailer, or cart?
 - Do you have secure parking?
 - Do you have reserved parking?
- Do you have the ability to provide power to a mobile food unit during preparation and loading times when they are at the commissary kitchen?
- Do you offer services such as business promotion, permitting support, or business support?
- Are there specific communities your kitchen serves?
- Provide any other information about how your kitchen improves accessibility for mobile food vendors.

2. Organizational capacity

- What organizational support and staffing do you have to implement partnership activities successfully?
- What staffing do you have to provide adequate financial and project oversight to meet fiscal and program monitoring requirements?
- Provide any other information that speaks to your organizational capacity to contract with PHSKC or conduct the scope of work in the contract.

3. Operational capacity

- Are you currently operating a commercial kitchen? If not, do you have workspace in your kitchen that can be used as a shared space for one or more additional food vendors?
- Do you have an active King County Public Health permit?
- What is the total size of the facility in square feet?

- How many businesses are able to operate safely at one time within the kitchen? Describe how you arrived at this number (e.g., based on hours of operation, staggering work times, allocating separate workstations, etc.).
- How many vendors can the kitchen accommodate on a monthly basis? Describe how you arrived at this number (e.g., based on hours of operation, staggering work times, allocating separate workstations, etc.).
- Based on your current usage, how many new vendors would you be able to accommodate, assuming each vendor would need a minimum of 15 hours per week?
- Which of the following equipment do you have available? Please mark an “X” in the tables below to indicate whether or not you have each item. Leave blank if you are not sure.

Cooking Equipment	Yes	No
Oven		
Induction cooktop		
Grill		
Charbroiler		
Gas range		
Deep fryer		
Indoor smoker		

Processing Equipment	Yes	No
Blender		
Commercial grinder		
Food processor		
Food slicer		
Large mixer		
Meat slicer		
Packing equipment		

Plumbing Equipment	Yes	No
3-compartment warewashing sink		
Commercial-grade dishwasher		
Designated food preparation sink		
Designated handwashing sink		
Ice machine		
Mop sink		
Potable (fresh water) fill point (outside)		
Potable (fresh water) fill point (inside)		
Restroom access with plumbed hot and cold water at a hand sink		

Services	Yes	No
Composting		
Garbage		
Recycling		
Wi-Fi		
Mobile unit water fill and wastewater/grease disposal		
Mobile unit cleaning area		

Storage/Cooling Equipment	Yes	No
Reach-in freezer		
Reach-in refrigerator		
Walk-in freezer		
Walk-in refrigerator		
Blast chiller		
Dry storage		

Ventilation System	Yes	No
Type I hood (with fire suppression)		
Type II hood		

4. Affordability and sustainability

- What is your hourly rental fee?
- How much storage space (dry storage, refrigeration, and freezer shelves/racks) would be included with your rate?
- Include a breakdown of any additional fees beyond the hourly rate (e.g., application fees, storage fees, security deposit, cleaning fees, damage fees, special equipment fees, utility charges, waste disposal, parking, etc.)
- What percent discount are you able to offer as part of this contract on a monthly basis?
- Are you able to waive any of the additional fees you have specified above?
- Is there a minimum number of hours that vendors need to rent per day/week/month?
- What is your commitment to renting space to vendors who are not yet established businesses?
- What is your ability and commitment to continue to rent space to food vendors at the established contracted rate after the grant funding ends?

C. Attach up to 10 photos of your commissary kitchen, including food preparation areas, equipment (e.g., warewashing, cooking, cooling, ventilation system, etc.), and parking.

How will Applicants be evaluated?

Applications will be reviewed and evaluated by a committee of Application Evaluators. Responses should be specific, thorough, and complete to allow the Application Evaluators to assess the merit of the submission.

DESIRED ORGANIZATIONAL STRENGTHS	SCORING CRITERIA	POINTS
#1. ACCESSIBILITY	The score will be evaluated by your response to questions #1 (above), plus any additional information you share about your establishment's accessibility.	15
#2. ORGANIZATIONAL CAPACITY	The score will be evaluated by your response to questions #2 (above), plus any additional information you share about your establishment's organizational capacity.	25
#3. OPERATIONAL CAPACITY	The score will be evaluated by your response to questions #3 (above), plus any additional information you share about your establishment's operational capacity.	25
#4. AFFORDABILITY AND SUSTAINABILITY	The score will be evaluated by your response to questions #4 (above), plus any additional information you share about the affordability and sustainability of your establishment's rates.	35

If Selected, what are the next steps?

A representative of the PHSKC program will reach out to the awarded Applicant to begin negotiations on the program elements of the Agreement. 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 below.
- 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>.

General Insurance Requirements for the selected Applicant are contained on PHSKC's website (<https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx>). Specific coverage limits for this particular Work are:

- Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$1,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000

Establishments with the capacity to rent or lease kitchen facilities will be required to undergo a plan review. However, the cost of plan review will be waived. In addition to the plan review, establishments with ten or more food vendors will also be required to obtain a commercial commissary kitchen permit to operate. Establishments with the capacity to serve 9 or fewer food vendors **are not currently required to obtain a commissary kitchen permit**. If selected for this

funding opportunity, it is the responsibility of the commissary kitchen owner to pay for permits and licenses required by other agencies (e.g., plumbing, building), as well as expenses for upgrades that may be required for permitting; these expenses will not be covered by this funding opportunity.

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

I. BACKGROUND

The Public Health – Seattle & King County Environmental Health Services (EHS) Division Food Safety Program closed more than 130 unpermitted street food vendors in 2024, which represents a substantial increase relative to previous years. The program has heard concerns about the rise in unpermitted vendors from several interested parties and decision-makers. Operating without a food permit can result in an increase in food safety risks and foodborne illness. Food vendors that don't have a Public Health permit also unfairly compete with the thousands of businesses that have worked hard to follow food safety rules.

Commissary kitchen access is an expense that smaller business owners may struggle to afford, particularly for vendors who are selling foods that require minimal preparation, and whose profit margins might not be sufficiently high to offset commissary rental fees. Furthermore, there aren't enough commissary kitchens in King County to meet the demand. Access to commercial commissary kitchens is one of the financial barriers to obtaining a food permit. Vendors who do not work out of a commissary kitchen may instead operate out of a home kitchen, which increases food safety risks.

The Food Safety Program is conducting a program designed to lower financial barriers for small street food businesses (food trucks, carts, trailers, temporary event vendors) that are new to the permitting process. This RFA aims to establish contracts with facilities that are able to offer commissary kitchen access at affordable rates. Commissary kitchens are shared spaces that are rented to multiple business entities to commercially prepare food that will be offered for sale. Commissary kitchens may be for-profit commercial commissaries that aim to support entrepreneurs, food businesses that rent excess commercial kitchen capacity (e.g., restaurants or caterers), or nonprofit or public facilities that aim to support local food vendors and foster opportunities for communities (e.g., places of worship, community centers, donated food distribution organizations, and educational buildings). Contracted facilities will be funded to provide vouchers for up to 6 months to provide access to commissary kitchens to support new street food vendors. The most competitive applications will offer commissary kitchen access at a discounted rate.

The intent of this funding is to assist new street food vendors in taking steps toward compliance by providing them with access to commissary kitchens for a limited period of time. The Food Safety Program anticipates being able to expand the availability of commissary kitchens in King County by offering this funding opportunity.

The Food Safety Program will identify, select, and approve which food businesses can participate in this program and receive a commissary kitchen voucher. The Food Safety Program will complete an outreach effort to new street food businesses to offer them an opportunity to participate in the commissary kitchen voucher program.

II. FUNDING SOURCE OVERVIEW

The **Commissary Kitchen Program** contract is supported by revenue generated from the Food Safety Program's budget. We are projecting a maximum amount of \$67,500 per contracted facility. However, depending on the

number of facilities that are funded and the capacity of each commissary kitchen that is selected, the number of awards and the award amount will vary.

III. FUNDING PERIOD

The **Commissary Kitchen Program** grant funding period will be from 10/1/2025 – 9/30/2026.

- IV. **METHOD OF ACCOUNTABILITY:** The recipient will submit monthly invoices, including names of vendors and hours of use by each vendor. The recipient will have an opportunity to meet with the PHSKC Food Safety Program grant monitor as needed. The recipient will complete a final survey at the end of the funding period.

V. SCOPE OF WORK

Strategy and Program Description: The **Commissary Kitchen Program** funding is designed to assist small, independent mobile food business owners (e.g., mobile food trucks, trailers, carts, and stands/booths at temporary events and farmers markets) in paying commissary kitchen rental fees for a period of up to 6 months. To facilitate this program, organizations with kitchens that can be approvable for use as a commissary will enter into rental agreements with the identified and approved businesses for this program. The Food Safety Program will provide vouchers to eligible businesses for a 6-month funding period, at the hourly rate established by the commissary kitchen in the contract. In an effort to provide commissary access at an affordable rate, commissary kitchens will specify in their application how much they are willing to reduce their fees (e.g., a low monthly rate, percentage discount off of established monthly rate). Vendors will be responsible for any additional commissary kitchen fees beyond the amount provided by the vouchers.

Activities:

- The Food Safety Program will conduct outreach to new food vendors and offer an opportunity to apply to receive a commissary voucher if they meet the eligibility criteria. The Food Safety Program will provide the vendors with a list of commissary kitchens that are contracted with the program.
- The vendor will contact contracted commissary kitchens to determine availability of kitchen space that meet their needs. The commissary will accept referrals from the Food Safety Program, up to the maximum capacity, as determined by the contract.
- Contracted commissary kitchens will invoice the Food Safety Program monthly for reimbursement of kitchen use rental expenses based on the number of hours the kitchen is being utilized by food operators that the program has approved. Along with the invoice, the kitchen will submit a log (using a provided template) on a monthly basis, to indicate the hourly usage per vendor per month. Contracted commissary kitchens will submit monthly invoices to the Food Safety Program by the 15th of the month following each rental period. All businesses supported by vouchers can be included in a single invoice.

Program Performance Measures: The RECIPIENT will provide services, staff and all things necessary for the performance of work as detailed below.

Compensation: The RECIPIENT will be reimbursed for expenses on a monthly basis for meeting the described activities above.

- a. The County shall compensate the Recipient for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval by the County of a signed invoice in the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- b. Every month, the Recipient shall report on the number of vendors supported by the funding, including a list that includes business name, business address, owner name, and owner contact information. It is the Recipient's responsibility to notify the Food Safety Program within 30 working days if a vendor does not use the facility's kitchen for the designated number of hours.
- c. The Recipient shall submit as specified in the above (a and b) not more than 30 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- d. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the Recipient'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 Recipient of the amounts set forth in any and all invoices submitted.

Record retention and management

All records related to the Recipient program should be retained for *six* years from fiscal closure. This requirement applies to fiscal records, reports, and client information. Supporting documentation may be kept at the grantee level but shall be available for review for *six* years from the date of claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to this contract.

VI. QUALIFICATIONS

Eligible applicants are commissary kitchens and restaurants with shared kitchen spaces. In addition, community organizations Donated Food Distribution Organizations, community coalitions/networking/partnership organizations, social service organizations, faith-based organizations, and community-based organizations with shared kitchen spaces are also eligible.

Eligible applicants are organizations that:

1. Are located in King County, Washington.
2. Are one of the following:
 - i. Currently own/operate a commissary kitchen
 - ii. A restaurant owner/operator
 - iii. A business/building owner interested in housing and running a commissary kitchen
3. Are able to provide commissary kitchen space within King County in accordance with zoning laws and allowances.

4. Applicants should at minimum be able to support food vendors who have a need for commissary kitchen access for washing and cutting produce/fruits. Applicants must meet each of the following equipment/space requirements, at minimum:
 - Refrigerator space to keep items below 41F prior to transport
 - Mechanical dishwasher, or a 3-compartment sink for cleaning kitchen equipment
 - Designated handwashing sink in the food preparation area
 - Restroom access with plumbed hot and cold water at a hand sink
 - For produce washing, the commissary kitchen must have either a designated food preparation sink or use an approved alternative produce washing procedure to ensure produce is properly washed.
5. Are able to rent kitchen space to food businesses for a period of up to 6 months.
6. Have the administrative capacity to enter into a business subcontract/consultant agreement with Public Health – Seattle & King County.
7. Have the staff and supervisory capacity required to perform the scope of work.
8. Have the staffing and structures needed to track and bill for kitchen usage.

VII. OTHER RECIPIENT REQUIREMENTS

- A.** You will be required to watch a recorded presentation on Best Practices for Fiscal Management. This is a two-part series that covers policies, practices, documentation, and reporting. You can access the session from these links: [here for the session on policies and practices](#) and [here for the session on documentation and reporting](#).

B: Convening Participation. Recipient will attend grantee meetings hosted by Public Health—Seattle & King County (PHSKC). A representative from the organization must attend these meetings.

- a. **First Meeting: (Date to be determined – within one month of contract start date).** Review contract and reporting requirements for funding.
- b. **Last Meeting: Close-out (Date to be determined – within one month of contract end date).** Review all reporting requirements and receive feedback about the fund and funding process, and submit a response to a survey.
- c. The Recipient and County representative will set all meetings and reschedule as needed. Any contracted party may request additional meetings to address any emerging situations that could impact reporting requirement or deliverables. The Recipient and County representative may also identify occasions when it would be helpful to meet on a recurring basis.
- d. Recipients will be required to provide PHSKC an invoice on a monthly basis using the provided template. The organization must submit the invoice by the 15th day of the month following the end of each reporting period.

SECTION 2 INSTRUCTION TO APPLICANTS

2.1 Application Submission

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. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Application on behalf of its sponsored agency and will be considered the Applicant. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

When hard copies of materials are requested, 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.

2.2 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 solicitations including Requests for Application, Requests for Proposals, 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

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

2.3 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.

2.4 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.

2.5 Application Signature

Each Application shall include a completed Application cover page (page 1) signed by an authorized representative of the Applicant.

2.6 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.

2.7 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 **the date specified in the Schedule above**. 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.**

2.8 Pre-Application Conference

If a Pre-Application conference is conducted, it will be held at the time, date and location indicated in the RFA Summary. 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 Application Submission Instructions

All materials should be received by the date and time indicated on page 1 of this RFA. Materials should be

submitted by email only in one package to the email address specified on page 1. Late submissions will not be accepted.

2.15 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. 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, 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.
- C. 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.
- D. 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.

2.16 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 proposed terms and conditions 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 the terms attachment as an attachment to the Application, identifying the exceptions and proposed changes. All proposed changes shall be tracked in the Agreement using the tracking changes feature in Microsoft Word®. Identifying any exceptions does not affect your score, and does not guarantee that those exceptions will be accepted by the County if your agency is selected.

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.

2.17 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.

2.18 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 agency 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.

2.19 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.

2.20 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 by 4:30 p.m. two (2) business days after 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. PHSKC will provide a written decision and such decision shall be final.

SECTION 3

APPLICATION EVALUATION AND AGREEMENT AWARD

3.1 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 responsive or responsible the County shall eliminate the Application from further consideration.
- C. 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.
- D. 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.

3.2 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.

3.3 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 the subsequent Agreement.

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

3.4 Public Disclosure of Applications

This solicitation 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.

3.5 Term of the Agreement

If an Agreement is awarded based on this RFA, it may allow for the initial agreement period to be for one (1) year from the start date of the agreement, with an extension for one (1) additional one-year periods for a total agreement duration of two (2) years, in accordance with the County's best interest and at the sole option of the County. Reasonable budget changes may be requested by contacting appropriate PHSKC personnel.

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.

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.

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.

Attachment 2 – Agreement Terms and Conditions

PART A. KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

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

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

- D. If 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 seven business days advance written notice to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement 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 Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement; and (3) in the case of suspension the Recipient 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 Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. If such appropriation is not approved, this Agreement 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 Agreement or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall compensate the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 business days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient'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 Recipient of the amounts set forth in said invoice or any later invoice.

- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement 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 Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient 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 Recipient 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 Recipient does not request government rates, the Recipient 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 Recipient 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 Recipient shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient'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 Recipient, by signature to this Agreement, certifies that the Recipient is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a person or entity that is debarred, suspended, or proposed for debarment. The Recipient will notify King County if 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 Recipient shall maintain for a period of six years after termination of this Agreement accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following for a period of six years after termination of this Agreement:
 - 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 Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all entities seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review these records. The Recipient shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Recipient shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any sub-awardee assigned any portion of this Agreement in order to monitor and evaluate the services provided under this Agreement. The County will give reasonable advance notice to the Recipient in the case of audits to be conducted by the County. The Recipient shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Agreement documents. If different from the Recipient's address listed above, the Recipient shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) business 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 Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement 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 Recipient 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 Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement 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 Recipient agrees that all information, records, and data collected in connection with this Agreement 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 Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at

<http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

7. Financial Reports and Audits

Recipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

- A. If the Recipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$1,000,000 or more in Federal awards during the its fiscal year, then the Recipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Recipient's fiscal year.
- B. If the Recipient is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none">Form 990 within 30 days of its being filed; andA full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none">Income tax return; andA full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient's fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient's fiscal year.

C. **Waiver**

A Recipient that is not subject to the requirements in subsection A may request, and in the County's sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Recipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Recipient's Board of Directors.

- D. The County may require additional audit or review requirements and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach.
- B. The Recipient shall respond with a written corrective action plan within ten (10) business days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date

for curing the breach, which shall not be more than thirty (30) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

- C. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County.
- D. If the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Agreement in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. 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 Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient 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 Recipient, its employees, and/or others by reason of this Agreement. The Recipient 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 Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B. Recipient's Duty to Repay County:

The Recipient 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 Agreement by the Recipient, 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 Agreement pursuant to the Term and Termination section.

C. Recipient Indemnifies County:

The Recipient 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 Recipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Agreement. The Recipient 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 Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or

other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Recipient shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If 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 Recipient.

D. County Indemnifies Recipient:

The County shall protect, defend, indemnify, and save harmless the Recipient, 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 Agreement. 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 Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient 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. Intellectual Property Infringement:

For purposes of this section, 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. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

The Recipient shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, 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 Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, 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 Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Recipient shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreement

- A. The Recipient shall not assign or Agreement any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and 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 Agreement.

- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

“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 Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement 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 Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of the employee's 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 Recipient 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/depts/health/partnerships/contracts.aspx>. The Recipient shall read and certify compliance.

- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Recipient 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 Agreement. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; 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 Agreement, but that is not less than a total of one hour in any one-week period.

14. Conflict of Interest

- A. The Recipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement and subject the Recipient to the remedies stated in this Agreement, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to K.C.C. 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 Recipient 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 Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient 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 Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

Funder's requirements may take precedence over this section as applicable.

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Recipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.
- C. All Equipment not listed as a budget line item purchased under this Agreement requires prior written approval from the County.
- D. All Equipment purchased under this Agreement shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

- A. Ownership Rights of Materials Resulting from Agreement:

Except as indicated below or as described in an Exhibit, the parties to this Agreement 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. To the extent that any rights in such materials vest initially with the Recipient by operation of law or for any other reason, the Recipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Recipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

- B. Ownership Rights of Previously Existing Materials:

The Recipient shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Agreement, but do not originate from the work described herein. The Recipient agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Agreement.

- C. Continued Ownership Rights:

The Recipient shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement 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 Recipient 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 under this Agreement and assumes no obligation for future support of the activity under this Agreement except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of described subject matter, 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 Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement 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 Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. Notices

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

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

The Recipient 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 Agreement, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement 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 Agreement 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 Agreement 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 Agreement. Therefore, the parties expressly agree that this Agreement 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 Agreement.

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

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

END OF RFA