#### Contract, Procurement and Real Estate Services (CPRES)

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www.kingcounty.gov/health



# Request for Proposals # 2025BSK886RFP

**ADVERTISED DATE: Oct 17, 2025** 

Title: COO Evaluation Mini grants

Due Date and Time: No later than Nov 10 2025 5:00PM

Contract Specialist: Sarah Cox

Submit Questions & Proposal to: cpres-BSK@kingcounty.gov

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

Proposals must include this RFP 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 RFP response to the contents of the RFP response.

The selected Proposer 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 RFP 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 RFP and agree to meet the requirements of PHSKC if an award is made. All information provided in this Proposal 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 Proposer'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	
Proposer 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.

# **RFP Summary**

# **Summary Description**

Communities of Opportunity (COO) invests in community power for structural change. COO partner activities range from awareness-raising and building collaborations within and across communities to developing and implementing processes and policies that support improved health, housing, economic opportunities and community connection. Evaluating the outcomes or impact of some of these activities may call for more focused evaluation or additional evaluation activities that complement existing evaluation.

These mini grants are intended to support COO partners' efforts to evaluate the success and impacts of their work. These grants aim to support short-term, discrete evaluation projects that contribute to understanding COO's outcomes and impacts.

### **Pre-Proposal Conference**

Public Health – Seattle & King County (PHSKC) will conduct \_2\_ pre-Proposal conference for this RFP. 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 Proposal process.

Information Session:

October 20, 2025 –11-12:30 <a href="https://us02web.zoom.us/j/88499603894">https://us02web.zoom.us/j/88499603894</a> Meeting ID: 884 9960 3894 October 27, 2025 1:00-2:30

https://us02web.zoom.us/j/84035493090?pwd=s3gRqigADc8iklaiigXp0dnJMi4WNZ.1 Meeting ID: 840 3549 3090

#### What to Submit

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

- 1. Completed and signed RFP cover page.
- 2. Click here to apply for this funding opportunity through Microsoft Forms

Applicants must submit a 2+ page proposal addressing:

- Description of the proposed evaluation project, including timeline/workplan and evaluation deliverables
- Connection to COO goals and strategies
- Organizational capacity and staff lead for evaluation
- Proof of eligibility to receive County funding

#### How will Proposers be evaluated?

Proposals will be reviewed and evaluated by a committee of Proposal Evaluators.

Rating Criteria	Points	Weight	Weighted Max Score
Application Question			
Evaluation Plan			
Applicant clearly describes their evaluation plan, including the outcomes/impacts they are intending to evaluate, evaluation questions, and how they plan to answer these questions through their proposed project.	0-5	4	20
Applicant describes how this project connects with their organization's and COO's goals.	0-5	1	5
Applicant describes what they hope to gain from this project.	0-5	1	5

Staffing/Supports			
Applicant describes the expertise, staffing and resources needed to carry out their evaluation project.	0-5	2	10
Project deliverables/End products			
Applicant describes the end products and deliverables expected to result from their project.	0-5	2	10
Activities/Timeline			
Applicant has outlined a realistic set of activities and timeline for their project	0-5	3	15
Budget			
Applicant clearly describes how they plan to use funding	0-5	2	10
Proposed set of activities is feasible for the budget and aligns with the plan described in the Application Questions	0-5	1	5
TOTAL			80

Clear examples and simplicity in the provider's proposal will be considered in scoring the items listed above.

### If Selected, what are the next steps?

A representative of the PHSKC program will reach out to the awarded Proposer to begin negotiations on the program elements of the Agreement. The Proposer 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.
   The contractor can request alternate limits or coverage and is subject to King County approval.
- 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 <a href="https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx">https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx</a>.

General Insurance Requirements for the selected Proposer are contained on PHSKC's website (<a href="https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx">https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx</a>). 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; \$2,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000
- Professional Liability coverage of at least \$1,000,000
- Automobile Liability: If driving as part of the Scope of Work ,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than 1,000,000 combined single limit per accident for bodily injury and property damage.

### Schedule

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

- Information Session: October 20, 2025 –11-12:30 & October 27, 2025 1:00-2:30
- Applications due: November 10, 2025, 5:00 p.m.
- Notification of awards: **November 20, 2025**
- Tentative Start Contract date: **December 1, 2025**

### SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

Have you been wishing you had the budget for a focus group, Ripple Effects Mapping (REM), or another evaluation project? This grant is designed for an evaluation project like that. And, we've tried to make the application process simple.

These grants of up to \$9,999 each are intended to support Communities of Opportunity (COO) partners' efforts to evaluate the success and results of their work. They will support short-term, discrete evaluation projects that contribute to understanding COO's outcomes and impact. You may also be able to get technical assistance for your application through Best Starts for Kids.

### A. SCOPE OF WORK

Proposed projects must include an outcome/impact evaluation plan, timeline to implement evaluation project activities within a 6- to-12 month period, and describe expected deliverables and products from the project.

Funded evaluation projects may include, but are not limited to:

- Ripple Effects Mapping session(s) to capture intended and unintended outcomes and connections. Deliverables would include the output of REM session(s),
- Focus Groups and/or Interviews of stakeholders (e.g., participants of organizing activities, community residents, staff at organizations where efforts towards internal systems changes have taken place) to identify examples and themes on outcomes/impacts of COO activities
- Photovoice and/or Digital Storytelling used to capture outcome or impact stories

#### **B. APPLICATION QUESTIONS**

### **Evaluation Plan**

- Please describe your evaluation project.
- o In your description, please include your evaluation question(s).
- What do you want to evaluate the outcome/impact of?
- o How do you plan to do this?
- How does this project connect with your organizations and COO's goals?
- o What do you hope to gain by doing this evaluation project?

### Staffing/Supports

- Please describe what expertise, staffing, resources are needed for your proposed evaluation project.
- o Do you already have access to these, or do you plan to contract out or purchase necessary resources?
- o What supports do you anticipate needing?

### Project deliverables/End products

- What final products do you expect to result from your project? (e.g., final report or presentation, visuals/graphics to share with stakeholders)
- What are ways you intend to use the results and projects of your evaluation project?

#### Activities/Timeline

- Please provide an outline or description of your proposed evaluation activities and timeline for your project.
- o Note: evaluation projects are expected to be completed within a 6- to 12- month period

#### Budget

- Please describe how you plan to use this evaluation funding.
- o Briefly describe your anticipated expenses and the amount requested for each expense. Your total proposed budget must not exceed \$9,999.

### Examples of projects for outcome/impact evaluation

- Ripple Effects Mapping session(s) to capture intended and unintended outcomes and connections. Deliverables would include the output of REM session(s),
- Focus Groups and/or Interviews of stakeholders (e.g., participants of organizing activities, community residents,

staff at organizations where efforts towards internal systems changes have taken place) to identify examples and themes on outcomes/impacts of COO activities

- Photovoice and/or Digital Storytelling used to capture outcome or impact stories
- Analysis of existing organizational/partnership data to summarize and generate data visualizations of outcomes/impacts, which may involve purchasing appropriate software or contracting support for this work

# C. ELIGIBILTY CRITERIA AND PRIOITY

- Round 1 Eligibility (Current Round- Q4 2025):
  - o Current COO Systems & Policy Change funded partners

Solicitions will be posted for Rounds 2 & 3 and a later time.

- Round 2 Eligibility (Q1 2026):
  - o Current COO Systems & Policy Change funded partners
  - Formerly funded COO partners. These include partners who are not currently funded but were previously funded through Systems & Policy Change, Community Partnerships and Learning Community.
- Round 3 Eligibility (Q2 2026):
  - Current COO Systems & Policy Change funded partners
  - o Formerly funded COO partners. These include partners who are not currently funded but were previously funded through Systems & Policy Change, Community Partnerships and Learning Community.
  - o Current COO Community Partnerships who have fully allocated their existing evaluation budget.

#### D. COMPENSATION

Applicants may request up to \$9,999 in their proposed budget to support evaluation activities focused on Communities of Opportunity (COO) outcomes and impacts. COO Evaluation has budgeted up to \$200,000 for this project.

- Note: we expect to make up to 30 awards of approximately \$6,000 on average.
- Funding Period: 12 months from contract execution
- Deliverables: Workplan and final report and/or product summarizing evaluation activities and findings (including any additional products generated as a result of the evaluation project).

#### SECTION 2 INSTRUCTION TO PROPOSERS

### 2.1 Proposal Submission

Proposals 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 RFP or as amended. The Proposals shall show the title, the due date specified, and the name and address of the Proposer. Proposers are cautioned that failure to comply may result in non-acceptance of the Proposal. The Proposer accepts all risks of late delivery of mailed Proposals or of mis-delivery regardless of fault. Proposals properly and timely submitted will be opened.

Proposals will only be accepted from Proposers able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Proposal 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 Proposal on behalf of its sponsored agency and will be considered the Proposer. 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, Proposers 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 Proposal, 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 <a href="http://www.kingcounty.gov/health/rfp">http://www.kingcounty.gov/health/rfp</a>. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link: <a href="https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic\_id=WAPHSKC">https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic\_id=WAPHSKC</a> 97

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

### 2.3 Late Proposals

Proposals and modifications of Proposals 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 RFP or Postponement of Proposal Opening

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

### 2.5 Proposal Signature

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

### 2.6 Addenda

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

### 2.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. 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 Proposers by addendum. **Communications concerning this Proposal, with other than the listed Contract Specialist may cause the Proposer to be disqualified.** 

### 2.8 Pre-Proposal Conference

If a Pre-Proposal conference is conducted, it will be held at the time, date and location indicated in the RFP Summary. All prospective Proposers are strongly encouraged to attend. The intent of the Pre-Proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers 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. Proposers will also have an opportunity to ask questions during the conference.

# 2.9 Examination of Proposal and Agreement Documents

The submission of a Proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, 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 a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Agreement awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

# 2.10 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Proposals 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 Proposer's request and expense unless otherwise specified.

# 2.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

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

Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of Proposals.

### 2.12 Proposal Withdrawal after Public Opening

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

### 2.13 Error and Administrative Corrections

The County shall not be responsible for any errors in Proposals. Proposers shall only be allowed to alter Proposals 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 Proposal Submission Instructions

All materials should be received by the date and time indicated on page 1 of this RFP. 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 RFP Terms, Attachments and Addenda

- A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit Proposals, which respond to the requirements of the RFP.
- B. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following
  - Any Proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - Any Proposal that has any qualification, limitation, or provision attached to the Proposal;
  - Any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
  - Any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
  - Any Proposal from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
  - Any Proposal for which a Proposer 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 Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.
- D. Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

### 2.16 Acceptance of Agreement, Attachments and Addenda

Proposer(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 Proposal.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Proposer'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 Proposal, 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 Proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the Proposal process and resolved prior to proceeding with the Agreement negotiations.

### 2.17 Collusion

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

### 2.18 Proposal Price and Effective Date

A. The Proposal 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 RFP. 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 Proposal 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 Proposal price.

- B. In the event of a discrepancy between the unit price and the extended amount for an Proposal item, the County reserves the right to clarify the Proposal.
- C. The Proposal shall remain in effect for <u>120</u> Days after the Proposal due date, unless extended by agreement.

### 2.19 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible Proposal, the County may request an extension of the Proposal acceptance period and/or conduct a price or cost analysis on such Proposal. The Proposer 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 Proposal; the County reserves the right to reject such Proposal 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 PROPOSAL EVALUATION AND AGREEMENT AWARD

### 3.1 Proposal Evaluation

- A. The County will evaluate Proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Proposal information may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers 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 a Proposer appears fully qualified to perform the Agreement or it may require additional information or actions from an Proposer. In the event the County determines that the Proposal is not responsive or responsible the County shall eliminate the Proposal from further consideration.
- C. The County may enter negotiations with one or more Proposers 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 Proposals.
- D. The County reserves the right to make an award without written and/or oral discussions with the Proposers 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 Proposer whose Proposal best meets the requirements of the RFP, 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 Proposer offering the lowest price. The County shall have no obligations until an Agreement is signed between the Proposer 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 Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

### Responsible

In determining the responsibility of the Proposer, 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 a Proposer to be deemed responsible or responsive may result in the rejection of a Proposal.

### 3.3 Financial Resources and Auditing

If requested by the County, prior to the award of an Agreement, the Proposer 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 Proposals

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Proposals submitted under this RFP 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 Proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer 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 Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer 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 RFP, it may allow for the initial agreement period to be for one (1) year from the start date of the agreement. Reasonable budget changes may be requested by contacting appropriate PHSKC personnel.

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

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.

- <u>Addendum/Addenda</u>: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Proposal period and prior to award.
- <u>Proposer</u>: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.
- <u>Proposal Evaluators (AE)</u>: Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.
- <u>Best and Final Offer</u>: Best and Final Offer shall consist of the Proposer's revised Proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.
- <u>Criteria, Evaluation Criteria or Evaluation Factors</u>: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

<u>Days</u>: Calendar days.

- <u>Measurable Amount of Work</u>: 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.
- RFP: Request for Proposals, also known as the solicitation document.
- <u>Reference Documents</u>: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Agreement.

### Attachment 1 - Agreement Terms and Conditions

### ATTACHMENT A: OTHER TERMS AND CONDITIONS

# 1. Nondiscrimination; Equal Employment Opportunity

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 agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The 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 <a href="http://www.kingcounty.gov/healthservices/health/partnerships/contracts">http://www.kingcounty.gov/healthservices/health/partnerships/contracts</a>; Recipients shall read and certify compliance.

### 2. Indemnification & Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of King County, Recipient shall indemnify, defend, and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Recipient, its agents, employees, representatives, and invitees. The foregoing provision specifically and expressly intends to constitute a waiver of Recipient's immunity under industrial insurance, Title 51 RCW, as respects King County only, and only to the extent necessary to provide King County with a full and complete indemnity of claims made by the Recipient's employees. This waiver has been mutually negotiated. The provisions of this section shall survive the expiration or termination of this Agreement.

# 3. 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 presently 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 Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

#### 4. Termination

Either party may terminate this agreement, without cause, upon 30 days written notice.

### APPENDIX 1 – INSURANCE REQUIREMENTS

# PHSKC Agreement # NA

Unless waived under section A below, the following insurance requirements are hereby incorporated into the referenced Agreement's terms and conditions.

#### Section A.

King County waives the requirement that Contractor/Recipient maintains the insurance coverages and limits for this Agreement. By waiving such minimum insurance requirements, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to [Contractor] or any Subcontractor under this Agreement, or to have in any way limited the County's potential recovery. To the contrary, the Parties agree this Agreement's lack of minimum insurance requirements may not in any way be construed as limiting any potential liability of the [Contractor and any Subcontractor to the County or the County's potential recovery from [Contractor / Recipients / Subrecipients]. [Contractor / Recipients / Subrecipients] and any Subcontractor shall assess their own risks and if they deem appropriate and/or prudent, they may maintain appropriate limits and coverage.

This waiver does not reduce, limit, or waive any indemnification, defense, or hold-harmless obligations assumed by Contractor/Recipient under the Hold Harmless and Indemnification Section of this Agreement. The Parties agree nothing contained herein shall be construed to limit Contractor's liability to the County or to third parties arising out of performance of this Agreement.

If, at any time during the term of this Agreement, Contractor/Recipients obtains or maintains insurance coverage, whether primary, excess, commercial, or a self-insurance program, said insurance will respond to a claim or loss. This shall be effective upon the effective date of the insurance policy(ies).

King County reserves the right, upon ten (10) days' written notice, to re-evaluate and require reasonable insurance coverage commensurate with the scope of work in effect. Failure to secure such coverage after written notice from the County shall constitute a material breach of this Agreement and shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Term and Termination provisions of this Agreement.

Section B. Specific Requirements General Liability Insurance:

Products and Completed Liability Insurance:

Reserved.

Sexual Abuse and Misconduct Liability Insurance:

- 1. Reserved.
- 2. Reserved.

Automobile Liability Insurance:

2. Reserved

Professional Liability Insurance (Errors and Omissions):

1. Reserved.
2. Reserved.
Cyber Liability/Technology Insurance:
Cyber Elability/Teermology insurance.
1. Reserved.
Workers' Compensation Insurance and Employer's Liability ("Stop Gap") Insurance:
1. Reserved.

END OF COUNTY TERMS AND CONDITIONS
END OF RFP