

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

King County Puget Sound Taxpayer Accountability Account (PSTAA) Funding

October 2023

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process aimed at expanding and strengthening the early learning system in King County by providing predevelopment, renovation, and construction grants to center-based (i.e., non-home-based) early learning providers and organizations.

OVERVIEW

Enterprise is seeking Request for Proposals (RFP) for the King County PSTAA General Child Care Facilities Fund (GCCFF). Funding is available to support the construction of new childcare facilities or the expansion of existing childcare facilities. Applicants may apply for predevelopment funding, renovation funds for existing facilities, or construction funding for new facilities. All projects must be located within King County.

IMPORTANT DATES

Informational Webinar: Friday, October 20th, 2023 at 10 AM PST

Proposals Due: November 16th, 2023, at 8:59PM PST

Award Notification: estimated December 31st, 2023

Period of Performance: estimated through December 31st, 2024

Applications can be submitted here:

<https://enterprise.slideroom.com/#/permalink/program/75725>

Contents

About Enterprise.....	3
Project Background and Overview	3
Eligible Applicants and Deliverables	4
Budget.....	5
Proposal Materials	6
Selection Criteria.....	6
Submission Instructions	6
Right to Reject.....	6
Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises	6
Confidentiality.....	6
Notification of Selection and Timeline	6
Conflict of Interest	7
Applicable Requirements - Attachments.....	7

About Enterprise

[Enterprise](#) is a national nonprofit on a mission to make home and community places of pride, power and belonging for all. To make that possible, we operate the only organization designed to address America's affordable housing crisis from every angle: we develop and deploy programs and support community organizations on the ground; we advocate for nonpartisan policy at every level of government; we invest capital to build and preserve rental homes people can afford; and we own, operate and provide resident services for affordable communities. All so that people not only make rent, they build futures. With this end-to-end approach, 40 years of experience and thousands of local partners, Enterprise has built and preserved 662,000 affordable homes, invested \$53 billion in communities and changed millions of lives.

Enterprise Community Partners (Enterprise) serves as an intermediary organization, overseeing the implementation of the King County GCCFF and managing funding for major early learning construction projects. Enterprise can provide grants, loan funding, and technical assistance to help early learning providers navigate the development process. Funded construction projects may include renovation, expansion, or new construction. Enterprise will also provide related supports around planning, feasibility, and pre-design work.

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

Project Background and Overview

The PSTAA fund was created as an amendment to the 2015 State Transportation Revenue Package by the Washington State Legislature and directs Sound Transit 3 related dollars to be used to improve educational outcomes in early learning, K-12, and post-secondary education.

Under PSTAA, King County developed the momentum of many community groups and early learning providers who worked for nearly five years on the development of the King County Early Learning Facilities strategy. These stakeholders recommended three investment strategies which Enterprise is implementing within this RFP. The three goals behind this RFP are to:

1. Expand or preserve early learning facility capacity by maintaining and improving existing family childcare home facilities;
2. Expand or preserve early learning facility capacity by renovating existing (non-home based) facilities; and
3. Address the challenge of extreme childcare access deserts in King County by investing in partnerships that result in the construction of new facilities.

For more information on the King County PSTAA Implementation Plan, prioritized population and other required use of these funds please visit: [Implementation Plan for Investment of Puget Sound Taxpayer Accountability Account Proceeds](#).

Eligible Applicants and Deliverables

As listed in the PSTAA Implementation Plan, the types of organizations eligible to apply for these funds include:

- Child Care Centers
- Non-profit property management organizations
- Non-profit organizations
- Affordable housing developers (for-profit and nonprofit)
- Recognized Tribes
- Community and technical colleges
- Religious affiliated entities

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

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

Priority will be given to projects that demonstrate the following:

1. Projects that maximize service to the PSTAA prioritized populations
2. Projects that are co-located with affordable housing, community development projects, or other public support, including multi-use facilities that target low-income households.
3. Projects that offer services through a trauma-informed lens, fostering resilience by creating environments responsive to their needs.
4. Projects that follow ADA regulations and universal design principles so that spaces can be accessed, understood, and used to the extent possible by all people regardless of their age, size, ability, or disability.
5. Projects that are located in childcare access deserts and other areas of high demonstrated need.
6. Projects that align with Sound Transit's subarea equity plan¹ which prioritizes investing in north, east, and south King County, whenever practicable.
7. Projects that show financial and operational capacity, feasibility and diligence of the proposed project plan.
8. Projects intending to function as multiuse facilities, including other community services in addition to early learning programs or Play and Learn groups.
9. Projects that are inclusive and culturally responsive programs, operated by staff and leadership that reflect the communities served.

10. Projects who are or intend to become aligned with standards of state programs such as Working Connections Child Care (WCCC), Early Childhood Education and Assistance Program (ECEAP), Head Start or Early Head Start, or other local, city, county or tribal childcare subsidies.

Applicants must demonstrate that projects also meet the following requirements:

- Are licensed and in good standing or intend to become licensed through the WA State Department of Children, Youth and Families (DCYF)
- Childcare center must be, or intend to become, active participants in good standing with Early Achievers, or a comparable accreditation program that signals compliance with high quality standards
- Must have a WA State business license to provide early learning services

Funded projects will be required to submit reporting requirements during and upon completion of grant period of performance, including but not limited to:

- Total childcare slots and classrooms created
- Organizational sustainability and next steps
- Community impacts
- Pictures, plans or other documentation noting completion of project

Budget

- Estimated amount of funding available: estimated \$1,600,000
- Estimated anticipated number of awards: estimated up to 10 awards
- Estimated average award amount: Minimum \$10,000 Dependent upon grant applications
- Final awards are intended to include predevelopment, renovation, and construction projects
- Funded projects may be eligible to request cost reimbursement or invoice-based reimbursement funding.

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

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

- Playground equipment
- Childcare equipment such as activities, toys, games, curriculum, etc.
- Food/Snacks
- Emergency funding
- Mortgage or utility bills
- Staffing costs or other salaries

Proposal Materials

See Attachment 1

Selection Criteria

Selection criteria will be provided during the Webinars held on **Friday October 20th, 2023 at 10 a.m. PST**. This webinar will be recorded, and additional webinars may be scheduled, based on need. The RFP document will be updated with the selection criteria and reposted after that time.

Submission Instructions

Proposals are due by 8:59 p.m. Pacific Standard Time on Thursday, November 16th, 2023.

Inquiries concerning this RFP should be directed to Savannah Daniels at sdaniels@enterprisecommunity.org no later than Tuesday, November 14th, 2023.

Proposals must be submitted in SlideRoom by clicking here:

<https://enterprise.slideroom.com/#/permalink/program/75725>

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

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

Right to Reject

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

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

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

Confidentiality

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

Notification of Selection and Timeline

Proposals Due: November 16th, 2023

Award Notification: estimated December 31st , 2023

Period of Performance: estimated through December 31st, 2024

Conflict of Interest

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

Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;

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

Applicable Requirements - Attachments

Attachment 1: Proposal Materials

Attachment 2: Enterprise Standard Terms & Conditions

Attachment 3: Funder Flow Down Provisions

Attachment 1: Proposal Materials

Application Questions:

1. Organization Name: (fill-in)
2. Billing Address: (fill-in)
3. Point of Contact: (fill-in)
 - a. Name:
 - b. Title:
 - c. Phone:
 - d. Email:
4. EIN (tax ID #): (fill-in)
5. Washington State Business License or Tribal License: (fill-in)
6. Select which type of Eligible Organization you are: *Check all that apply*
 - a. Child Care Center
 - b. Non-profit property management organizations
 - c. Affordable housing developer (for-profit and nonprofit)
 - d. Recognized Tribe
 - e. Community and technical colleges
 - f. Religious affiliated entity
 - g. Other: _____ (fill-in) _____
7. Does this project partner with an affordable housing project?
 - a. Yes
 - b. No

If yes, please list affordable housing partner(s):

_____ (Fill-in) _____

8. If you are a housing developer, who is your early learning provider partner?

_____ (fill-in) _____

9. List all the organizations involved in the project to date. _____ (Fill-in) _____
10. Who is the applicant in this grant application? _____ (Fill-in) _____

Note that affordable housing developers and/or consultants can apply for this grant, however you must be partnered with an early learning provider to be eligible.

11. Project Address (if different from Billing Address above): *Fill-in*
12. King County Legislative District: (fill-in)
13. Is this project expanding a current facility or construction of a brand-new facility?
 - a. Expansion of a current facility
 - b. Construction of a new facility
14. Type of requested funding for this Application: *Check all that apply*
 - a. Site acquisition

- b. Facility predevelopment planning
- c. Renovation of an existing facility
- d. Major Construction of a new facility

15. In what quarter and year do you anticipate project completion and opening of the facility?

_____ (fill-in) _____

16. Do you currently have a license or plan to have a license through DCYF for center-based childcare?

- a. Yes, I have a current license with DCYF
- b. No, but plan to become licensed with DCYF
- c. No, I am not licensed and do not plan to

17. Is your early learning program enrolled in or plan to enroll in the Early Achievers Quality Rating Program?

- a. Yes, currently enrolled
 - i. What is your current rating? _____(fill-in) _____
- b. Not currently enrolled, but plan to enroll
- c. No

18. Do you currently operate, or plan to operate an ECEAP, Head Start, or WCCC program? *Check all that apply*

- a. ECEAP
- b. Head Start/Early Head Start
- c. WCCC

19. Do you incorporate any additional subsidy that serves low-income children and families/households? If so, indicate which subsidies: *Check all that apply*

- a. City of Seattle subsidy
- b. Homeless childcare subsidy
- c. Foster care
- d. Scholarship
- e. Sliding scale
- f. Other: _____(Fill-in) _____

20. Is your organization self-identified as a Woman or Minority Owned Business?

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

Project data questions:

1. Do you currently own the site or have a long-term lease?
 - a. Own
 - b. Long-term lease
 - c. Neither
2. If the site is leased, what is the current length of the lease and how much remains on the term? _____(fill-in) _____
3. After project completion, how many anticipated new classrooms will this project create? _____(fill-in) _____
4. After project completion, how many anticipated new childcare slots will this project create? _____(fill-in) _____
5. Of these new childcare slots, how many will be subsidized childcare slots? _ (fill-in) _____
6. Of the subsidized slots, how many will be:
 - a. Working Connections Childcare Slots: _ (fill-in) _____
 - b. ECEAP slots: _ (fill-in) _____
 - c. Head Start/Early Head Start slots: _ (fill-in) _____
 - d. Homeless childcare subsidies: _ (fill-in) _____
 - e. Other city/local childcare slots: _ (fill-in) _____
7. After project completion, how many new infant care slots will your project create? _____(fill-in) _____
8. If the project includes both subsidized and private pay slots, please indicate the ratio of each here: _____

Organizational Description and Community Impact: Narrative questions

1. If your organization has a mission statement, please state it here: *200 characters max*
2. The following questions help us understand who you serve or intend to serve in your community.
 - a. What are the demographics of your center's service area? *400 characters max*
 - b. What community assessments have you done to understand your community's childcare needs? *400 characters max*
 - c. *For providers who currently operate a childcare center:* Do you currently serve Black, Indigenous, People or Families/Households of Color (BIPOC)? (Check yes or no)
 - d. How many (*estimated*) children do you currently serve? _____(fill in)_____
 - e. Do you serve multilingual families/households? Check yes or no.
 - f. Do you provide specialized supports for children with special needs?
_____(Fill

in) _____

- g. Do you serve low-income families/households? Check yes or no.
 - h. Do you serve refugee and immigrant families/households? Check yes or no.
3. Describe the early learning provider's expertise and experience providing inclusive and culturally responsive care and curriculums to children enrolled that reflect their families/households. *800 characters max*

Please describe any additional supports you intend to provide to communities once your project is complete. Please include any or all types of supports listed below: *1800 characters max for each*

- Describe the services that support complex or special needs.
 - Describe how your organization connects families/households to transportation to and from your early learning center.
 - Describe the services that support children who are English language learners / dual language speakers
 - How will access to cultural food be provided?
 - Does your program serve families/households who are unhoused or experiencing homelessness? If yes, what services do you provide to support children and their families/households?
 - What services do you provide for children who are Black, Indigenous or Children of Color?
 - How is trauma informed care practiced?
 - Do you provide weekend and/or evening activities? How many times per month?
 - Describe any additional/other service coordination or service referrals you regularly conduct to strengthen the family/household as a whole.
4. Describe the community partnerships the applicant, and early learning provider, if different, has formed through collaboration, coordination, and community networking with other organizations to strengthen your early learning program. If you do not have any existing community partnerships, what is your plan to cultivate them and how do you want to work with community partners? *800 characters max*

If you have existing community partnerships, please answer the following:

- a. How long have you been working with these community partners? List the name of each partner and the length of time (i.e. months, years)? *200 characters max*
- b. How do you work with your community partners? *200 characters max*

Project Description: Narrative questions

1. Scope of Work: Please describe your proposed project. What will the PSTAA grant funds be paying for? If not applicable, answer "N/A." *Please do not assume that anyone reading this application knows anything about you, your area, or the development/construction of the project as proposed. 1000 characters max*

- a. Acquisition. If PSTAA funds are paying for acquisition, what is the total purchase price and include costs related to hiring consultants to investigate the property. Briefly describe each consultant(s) role in the acquisition process.
- b. Facility Predevelopment. If PSTAA funds are paying for facility predevelopment planning, briefly describe the activities or studies you are paying for and each consultant(s) role. Examples of activities or studies include design, engineering, permitting and zoning review, fundraising or capital campaign feasibility, construction cost estimating, DCYF licensing reviews, etc.
- c. Renovation. If PSTAA funds are paying for renovation of an existing facility, list all the components of the facility that are being renovated, for example, adding classrooms, replacing/fixing the roof, building envelope, HVAC system, electrical or plumbing system upgrades, etc.
- d. Major construction. If PSTAA funds are paying for major construction of a new facility, please describe what construction phase and activities these funds will pay for, what is the total project cost and describe what you are building, for example, what is the total square footage of the new building, how many classrooms, is construction of outdoor play space involved, etc.

2. Project Feasibility Milestones: Please provide a description and dates of completed project milestones. If activities have not yet been completed, please provide the expected timeline. Activities are listed below. *100 characters max each*

- DCYF licensing review _____ (fill-in) _____
- Site acquisition completed _____ (fill-in) _____
- Lease agreement executed, if you don't own the property _____ (fill-in) _____
- Architectural design _____ (fill-in) _____
- Permitting and zoning review _____ (fill-in) _____
- Construction cost estimates _____ (fill-in) _____
- Finalize construction budget _____ (fill-in) _____
- Bid process for General Contractor _____ (fill-in) _____
- Demolition and/or site preparation or General Contractor mobilization _____ (fill-in) _____
- Renovation or major construction start date _____ (fill-in) _____

- If your project is co-located with affordable housing development, provide the date funding for housing will be secured/committed. _____(fill-in)_____
- Licensure for ECEAP slots and/or completed requirements for new WCCC subsidized families. _____(fill-in)_____
- Participation in Early Achievers program _____(fill-in)_____
- Other: _____
- Other: _____
- Other: _____

3. Who will be doing the work to implement grant funding and ensure project success? *1500 characters max*

- Early Learning Provider: _____(fill-in)_____ What is their role in the project?
- Project Consultant: _____(fill-in)_____ What is their role in the project?
- Architect: _____(fill-in)_____ Briefly describe what they are currently working on at the time of this application _____(fill-in)_____
- General Contractor: _____(fill-in)_____ Briefly describe what they are currently working on at the time of this application _____(fill-in)_____
- Affordable Housing Developer, if this project is a partnership: _____(fill-in)_____ What is their role in the project?
- Name other organizations and their role(s) here: _____(fill-in)_____

Funding Requests and Project Budget:

Please indicate the amount of funding you are requesting from this RFP by category. Please note that the total amount available for funding is estimated at \$1,600,000.

1. Amount of funding request for:

- a. Site acquisition: _____(fill-in)_____
- b. Facility predevelopment planning: _____(fill-in)_____
- c. Renovation of an existing facility: _____(fill-in)_____
- d. Major Construction of a new facility: _____(fill-in)_____

2. If the total project costs are more than the Enterprise PSTAA grant award, have additional funds been secured to complete this project? *Short Narrative questions*

- a. If “yes”, please provide sources, amounts, and when external funding is available or if there are any timeline restrictions to note. *400 characters max*

- b. If additional funds have not yet been secured, please describe efforts to secure all necessary additional funds to complete the project. *400 characters max*

- c. No, the Enterprise PSTAA grant funds will complete the full project costs. *400 characters max*

3. Do you anticipate working with the WELL (Washington Early Learning Loan) Fund to receive additional lending? This is not a requirement for this grant.

Other:

If there is additional information pertinent to the project that has not yet been covered in this application, please include details here. *Narrative 1200 characters max*

_____ (fill-in) _____

Attachments:

Please attach the following additional documents:

1. Project Budget:

Please use the Enterprise provided Excel spreadsheet to complete the Project Budget. The budget must include:

- *Uses of Enterprise PSTAA grant funds*
- *Other (external) committed or expected funding sources, and*
- *Total budget costs including contingencies*

2. Photos:

Please include any photos of the intended project.

Attachment 2: Standard Terms and Conditions

STANDARD TERMS & CONDITIONS

1. Confidential Information. “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials; information regarding Enterprise’s financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Contractor hereby agrees that Contractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Contractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Contract, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information,; (2) information which is already in the recipient’s possession prior to the effective date of the Contract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by Contractor (and not through Enterprise) from third parties who are not known to Contractor to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.

2. Payment. **Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section**

3 below, a Contract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Contractor should use the attached Enterprise Request for Payment form. If Contractor chooses to use Contractor’s own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Contractor must also submit all invoices within 60 days of the end of the Contract’s period of performance. Contractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. W-9 Form / Federal Tax Identification Number. Contractor must provide Enterprise with a signed and completed W-9 Form. **Contractor’s name on the W-9 Form must match the name on this Contract, and, the W-9 Form must include Contractor’s Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT ENTERPRISE’S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and

corresponding Federal Tax Identification number found on the W-9 Form. Contractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Contractor's W-9 Form.

4. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. Contractor must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.

5. Contractor's Performance. Enterprise expects Contractor to perform in a high quality manner and in accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. Use of Sub-contractors. If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld. Any such subcontractors must agree in writing to be bound by the terms and conditions of this Contract that apply to the subcontractor's scope of work and deliverables, including but not limited to, Confidentiality, Personally Identifiable Information, Return of Documents, Right to Audit/Record Retention, Non-Discrimination, Licenses, and Compliance with All Laws.

7. Return of Documents. Upon Enterprise's request or upon the completion, termination or cancellation of this Contract, subject to payment of all rightfully due compensation, Contractor must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Contractor's possession or under Contractor's control and that are Enterprise's property or relate to Enterprise's business and destroy any materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information.

8. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

9. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor must name Enterprise as an "Additional Insured" on its commercial general liability insurance and commercial automobile insurance and name Enterprise as "Certificate holder" on its workers' compensation coverage. Within 48 hours of Enterprise's request, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor's compliance with all the foregoing required coverages.

10. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.

11. Termination. Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract (“Termination”). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the delivery of written notice to Contractor in accordance with the terms of this Contract (“Cancellation”) and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

13. Indemnification.

- (a) Indemnification by Contractor. Contractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the “Enterprise Parties”) from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Contractor of this Contract, or the gross negligence or willful misconduct of Contractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the “Contractor Parties”).
- (b) Indemnification by Enterprise. Enterprise will indemnify, defend and hold harmless Contractor and the Contractor Parties from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Enterprise of this Agreement, or the Contract, or the gross negligence or willful misconduct of the Enterprise Parties.

14. Limitation of Liability.

- (a) Limitation on Liability Type. Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party’s gross negligence or willful misconduct, in no event will Enterprise or Contractor be liable to the other for any indirect, incidental, special or consequential damages.
- (b) Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties’ gross negligence or willful misconduct, the aggregate liability of Enterprise and of Contractor arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount that has been paid or payable to Contractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability

15. Personally Identifiable Information. Contractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. Personally Identifiable Information shall be defined as any information pertaining to an

individual that can be used to distinguish or trace a person's identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:

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

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

16. Amendment. Any Amendment to the provisions of this Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by Enterprise with notice to, but without consent of, Contractor.

17. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise. A delegation of performance will not relieve Contractor of any duty to perform or any liability for breach of this Contract.

18. Governing Law; Venue. This Contract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Contractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Contractor consents to the *in personam* jurisdiction of such courts. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

19. Nonwaiver. The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.

20. Notice. Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party's address in this Contract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party's principal place of business at the address set forth on the Contract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

21. Compliance with Laws. Contractor shall comply with the requirements of all laws, rules, regulations and

orders of any governmental authority applicable to it or the services being provided under this Contract, including without limitation, the data privacy laws of any state in which Contractor shall be providing such services. Contractor shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

22. Authorizing Action, Parties Bound. The execution, delivery and performance by Contractor are within Contractor's powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

23. Severability. If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

24. Entire Contract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.

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

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

Attachment 3: Funder Flow down Provisions

ADDITIONAL PROVISIONS

(King County, Community and Human Services, Contract No. 6277430)

The King County Community and Human Services Contract – 2021/2022 by and between King County (the “**County**”) and Enterprise Community Partners, Inc. (“**Enterprise**”), Contract No. 6277430 and effective as of January 1, 2022 (including all attached exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, the “**County Contract**”) requires Enterprise to include in all subcontracts and grant agreements funded by the County Contract certain provisions as set forth below. The purpose of this requirement is to alert and bind all Enterprise subcontractors and grantees to comply with the County’s requirements, as applicable. These Additional Provisions cannot be modified or waived.

Guidelines for reviewing the provisions below that are excerpted from the County Contract:

- “**this Contract**” means the County Contract
- “**Contractor**” means Enterprise. However, due to the County requiring these particular provisions to be included in all subcontracts and grants, Contractor shall also mean the Enterprise Subcontractor or Enterprise Grantee (as defined below), to the extent applicable to and appropriate for the Enterprise Subcontractor Scope of Work or the Enterprise Grantee Scope of Work (as defined below).
- “**Subcontractor**” means
 - (a) the subcontractor (the “**Enterprise Subcontractor**”) identified in and retained under the subcontract with Enterprise (as amended, modified or supplemented from time to time, the “**Enterprise Subcontract**”) that is funded in whole or in part by the County Contract and requires the Enterprise Subcontractor to complete a portion of the work under the County Contract (the “**Subcontractor Scope of Work**”); or
 - (b) the grantee (the “**Enterprise Grantee**”) identified in the grant with Enterprise (as amended, modified or supplemented from time to time, the “**Enterprise Grant**”) that is funded in whole or in part by the County Contract and requires the Enterprise Grantee to complete a portion

of the work required by the County Contract (the “**Grantee Scope of Work**”).

- Enterprise Subcontractors and Enterprise Grantees must comply with the below provisions from the County Contract to the extent that are applicable to and appropriate for the Enterprise Subcontractor Scope of Work or the Enterprise Grantee Scope of Work.
- Enterprise Subcontractors and Enterprise Grantees must also perform in a manner that allows Enterprise to be compliant with its obligations under the County Contract.
- In any instance in the County Contract where County approval or other action is required and the approval or action relates to an Enterprise Subcontractor’s or Enterprise Grantee’s activities under the Enterprise Subcontract or Enterprise Grant, Enterprise Subcontractor or Enterprise Grantee shall notify Enterprise, and, Enterprise shall manage the approval or other process with the County. There should be no direct communication between the Enterprise Subcontractor or Enterprise Grantee and the County.
- Notably, the provisions of the County Contract also provide notice of the circumstances under which the County may terminate the County Contract or take other action regarding payment under the County Contract and, as such, Enterprise may similarly terminate or take other action related to the Enterprise Subcontract or Enterprise Grant.
- In the event of a conflict between the County Contract and the Enterprise Subcontract or Enterprise Grant, the County Contract shall control.

REQUIRED PROVISIONS FROM COUNTY CONTRACT

1. Intentionally Omitted

2. Intentionally Omitted

3. Intentionally Omitted

4. Internal Control and Accounting System

The Contractor 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 Contractor’s form of doing business.

5. 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 Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency.

Debarment status may be verified at <https://www.sam.gov/>.

6. Maintenance of Records

A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor 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 Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The

County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor 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 10 working days of any such relocation.

7. Evaluations and Inspections

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the county and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. Intentionally Omitted

10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor 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. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor’s Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working 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.

This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

11. Intentionally Omitted

12. Termination

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party

30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

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

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract 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 Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are

specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

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

13. Intentionally Omitted

14. Insurance Requirements

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

15. Assignment

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

16. Subcontracting

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor 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 subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

17. Nondiscrimination and Payment of a Living Wage

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

B. Nondiscrimination:

During performance of the Contract, the Contractor 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 Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at: <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

18. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor 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 Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

19. Equipment Purchase, Maintenance, and Ownership

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

20. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby 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 Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, 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 Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor 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 Contract.

C. Continued Ownership Rights:

The Contractor 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.

21. Political Activity Prohibited

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

22. King County Recycled Product Procurement Policy

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

23. Intentionally Omitted

24. Intentionally Omitted

25. Intentionally Omitted

26. Intentionally Omitted

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

The Contractor and any subcontractor 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 Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

28. Applicable Law

This Contract 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.

29. No Third-Party Beneficiaries

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

30. Intentionally Omitted

31. Intentionally Omitted

32. Intentionally Omitted

33. Intentionally Omitted