



Request for Applications (RFA) Title: Digital Equity Grant Program

Due Date and Time: November 30<sup>th</sup>, 2021 @ 4:59 pm (PST)

Submit Application Questions To: OESJgrants@kingcounty.gov

## **Submit Application at:**

https://kingcounty.gov/depts/executive/performance-strategy-budget/COVID-19-Relief-Grants/Digital-Equity.aspx

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

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

**Addendum/Addenda:** Written additions, deletions, clarification, interpretations, modifications or

corrections to the solicitation documents issued by PSB during the Application

period and prior to award.

**Applicant:** Individual, association, partnership, firm, company, corporation or a

combination thereof, including joint ventures, submitting an Application to

perform the Work.

**Application Evaluators:** Team of people appointed by the County to evaluate the Applications, conduct

discussions, score the Applications and make recommendations.

**Competitive Range:** The Competitive Range consists of the Applicants that have a reasonable

chance of selection for award. The Application Evaluators (AE) shall conduct the initial evaluation of the Applications considering price and Evaluation Factors established in the RFA. The Buyer and Project Manager/AE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional

information, and negotiations.

Criteria,

**Evaluation Criteria** or **Evaluation Factors:** 

The elements cited in the RFA that the County shall examine to determine the Applicants understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Applicant; potential for successfully accomplishing the Agreement; risk

allocation and the probable cost to the County.

Days: Calendar days.

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

#### SECTION 1: GRANT PROGRAM SCOPE OF WORK

#### 1.1 INTRODUCTION

On March 11, 2021, ARPA was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (CLFR). King County, Washington was provided a CLFR distribution directly by the U.S. Treasury and is empowered to utilize this funding for costs associated with responding to the COVID-19 public health emergency and its negative economic impacts.

On May 25, 2021, King County Council passed Ordinance 19289, amending the original biennial budget, and authorizing "reasonable and necessary expenditures necessary to prevent, prepare for, mitigate against and respond to COVID-19 and incurred due to the COVID-19 public health emergency funding." The Ordinance includes an allocation of \$2,000,000, for the Office of Equity and Social Justice for a new initiative to provide funding to organizations who promote the digital inclusion of communities who face barriers to accessing digital services, which have been disproportionately impacted by the COVID-19 pandemic. This includes the technology, internet connection, and digital literacy to enable disproportionately impacted individuals and households to access up to date COVID-19 information, guidance, web-based platforms, and economic relief resources such as housing, economic, health, other basic benefits, needs, or other information necessitated by the COVID-19 pandemic.

The COVID-19 pandemic has exacerbated both broadband connectivity challenges and social and economic disparities faced by King County residents. According to the Social and Economic Risk Index (SERI) developed by Public Health – Seattle & King County (PHSKC), communities that have been subject to systemic racism face higher risk for economic and social consequences due to lower average wealth and access to resources such as health insurance and broadband internet. Additionally, foreign-born residents or those who speak limited English face challenges accessing healthcare and essential information needed to reduce exposure to or severe illness from COVID-19.

#### 1.2 OBJECTIVES

This grant program will promote greater digital access, adoption, literacy, and inclusion in communities who have experienced the most negative economic impacts from the COVID-19 pandemic. By expanding digital access, King County residents and families will have more equitable opportunity for education, economic, and health and wellbeing outcomes. Sustaining vibrant communities must include removing barriers that prevent low-income and rural residents in the community from full and equitable digital engagement. This program will support local groups, agencies, and organizations that demonstrate a strong track record of working effectively with these vulnerable groups.

The end goal is for full and equal access to opportunities, power, and resources so all people may achieve their full potential. The journey toward well-being, as defined by those most negatively affected, is ardent. The process of advancing toward equity will be disruptive and demands vigilance. Being "proequity" requires dismantling deeply entrenched systems of privilege and oppression that have led to inequitable decision-making processes and the uneven distribution of benefits and burdens in communities. Similarly, the focus must be on those people and places where needs are greatest to ensure that decisions, policies, and practices produce gains for all.

#### 1.3 PROGRAM DESCRIPTION

This program intends to partner with local groups, agencies, and organizations serving communities experiencing the most negative economic impacts from COVID-19. Currently it is estimated that average awards are expected to be \$30,000-60,000 and up to \$100,000, with awards totaling \$2,000,000.

Program applicants will demonstrate that they are organizations who promote the digital inclusion of communities who face barriers to accessing digital services, which have been disproportionately

impacted by the COVID-19 pandemic. Applicants must be able to demonstrate proximity to and effectiveness in serving King County residents, including Black, Indigenous, People of Color (BIPOC), seniors, limited English proficient residents (LEP), individuals with disabilities and communication barriers, low-income, unemployed, and underemployed residents, and those experiencing homelessness or residing in rural areas. Program applicants will demonstrate that they have access to up-to-date COVID-19 information for distribution to community members.

Eligible expenses and activities include, but are not limited to:

- Establishing or enhancing a community technology lab equipped with computers, printers, and Wi-Fi
- Lending libraries or loan-to-own programs for new or refurbished laptops, notebooks, tablets, or other internet-enabled devices, including cell phones and mobile hotspots
- Providing culturally appropriate and responsive courses to improve digital literacy and skills

Project proposals should include plans providing access to technology, internet connectivity, and technical assistance and training (in-language as needed). To ensure equitable distribution of funding, program applicants should also articulate how the program will target geographic areas identified as high need. Project proposals should demonstrate a thorough understanding of the barriers to digital inclusion and equity specific to their service area or population.

#### <u>Technology</u>, interactive media, and services

Purchasing Wi-Fi; new or refurbished Internet-enabled devices (e.g., laptops, notebooks, tablets, cell phones, mobile hotspots); subsidized or pre-paid service plans; software

## Technical Assistance and Training

Staffing; purchasing teaching equipment (e.g., computers, monitors, mouse devices, keyboards, applications or subscription programs, projectors, printers, scanners, speakers, video cameras); assistive technology to help individuals with disabilities; translation of existing curricula and outreach materials; distance-learning tools and platforms; storage devices (e.g., USB drives) and other supplies

#### Administration and other direct costs

Staffing and personnel for instruction or volunteer recruitment and management; purchasing personal protective equipment for in-person or on-site services (e.g., face masks, gloves, cleaning supplies); proper ventilation, physical barriers, tape, signage; acquisition and ongoing maintenance of hardware and software (e.g., warranties)

Eligible applicants may include the following groups, agencies, or organizations:

- A community-based organization;
- A faith-based organization;
- A community media organization;
- A community, senior, or ethnic center;
- A disability service provider;
- A local education agency;
- A volunteer literacy organization;
- A school, library, or other place-based anchor institution;
- A public housing authority;
- Other nonprofit institutions that have ability to provide digital navigation and literacy activities;
- A consortium or coalition of the agencies, organization, institutions, libraries, or authorities described above; and
- A partnership between an employer and an entity described above

Applicants can demonstrate their proximity to target communities and effectiveness serving them by describing their experience in delivering:

- Social and educational services that are linguistically and culturally appropriate
- Proven community outreach
- Education and marketing
- Good community standing and history of offering consistent services
- Adequate technological and administrative support
- Systems for program tracking and evaluation
- Maintaining a welcoming facility
- Partnerships to leverage skills or resources

Applicants will demonstrate how their experience serving communities will be leveraged to share specific COVID-19 information for this program.

In order to participate in this grant program, applicants must submit their completed application with supporting materials via the eCivis platform. There will be a review and selection process in which a range of stakeholders will participate. Recipients will be short-listed using the evaluation criteria listed in this RFA including, but not be limited to: alignment with the program RFA, equity impacts, and feasibility. Recipients are responsible for meeting the administrative, financial, and programmatic reporting requirements as outlined in the final contract, which includes visual/audio reports highlighting stories of communities who were/are impacted by COVID-19.

#### 1.4 PERFORMANCE INDICATORS

Organizations will be asked to track and report on the following:

- Number of devices provided (disaggregate by device type)
- Number of people served (disaggregate by demographic)
- Types of service and/or activities administered
- Hours of programming provided

Reports will be required quarterly during the grant period and in a final report.

#### 1.5 PROGRAM PERIOD

Effective the date of signing through December 31, 2022.

#### 1.6 KEY MILESTONES AND DELIVERABLES

Milestone/deliverable	Timeline	
Application form	Due November 30, 2021	
Pre-award risk Assessment	December 20-30, 2021	
Workplan	2 weeks following award signing	
Monitoring calls	Monthly (to be scheduled in the first 2 weeks upon	
	award signing)	
Invoices/requests for reimbursement	Monthly (template attached)	
Quarterly progress reports	2 weeks following end of the calendar quarter (i.e.,	
	April 15, 2022 for Q1.2022) (template attached)	
Final report	30 days following the end of the period of performance	
	(template attached)	

#### 1.7 PROGRAM BUDGET

The total budget for this program is \$2 million. Maximum awards will be \$100,000 per organization. Grant size will be determined based on:

- Size of request
- Total number of submitted applications
- Organizational capacity
- Analysis of cost reasonableness
- Alignment with program intent
- Geographic priority

Funds will be disbursed to recipients through a reimbursement process based on monthly invoices and supporting documentation. Recipients are responsible for meeting the administrative, financial record keeping, and programmatic reporting requirements as outlined in the final contract and consistent with 2 CFR 200. Please refer to the Documentation Requirement Checklist. (include link)

Advance payments for equipment purchases can be made available but must be negotiated on a case-by-case basis and permitted in the signed agreement.

#### **SECTION 2: APPLICATION INSTRUCTIONS**

#### 2.1 Application Submission

Applicants must use the application form available on the county's website at <a href="https://kingcounty.gov/depts/executive/performance-strategy-budget/COVID-19-Relief-Grants/DigitalEquity.aspx">https://kingcounty.gov/depts/executive/performance-strategy-budget/COVID-19-Relief-Grants/DigitalEquity.aspx</a>. Applications must be filled out fully and completely including all required document uploads.

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

## 2.2 Late Applications

Applications and modifications of Applications received after the exact hour and date specified for receipt will not be considered.

## 2.3 Cancellation of RFA or Postponement of Application Opening

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

#### 2.4 Addenda

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

#### 2.5 Questions and Interpretation of the RFA

No oral interpretations of the RFA will be made to any Applicant. All questions and any explanations must be requested in writing and directed to the email address identified on page 1 of this RFA. King County will maintain a Frequently Asked Questions (FAQ) document on the Office of Performance, Strategy, and Budget page of <a href="www.kingcounty.gov">www.kingcounty.gov</a>. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Applicants by addendum. Communications concerning this Application, with other than the listed Contract Specialist may cause the Applicant to be disqualified.

## 2.6 Examination of Application and Agreement Documents

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

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

## 2.7 Cost of Applications

The County is not liable for any costs incurred by Applicant in the preparation and evaluation of Applications submitted. Samples of items required must be submitted to location and at time specified.

## 2.8 Modifications of Application or Withdrawal of Application Prior to Application Due Date

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

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

#### 2.9 Application Withdrawal after Public Opening

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

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

#### 2.10 Error and Administrative Corrections

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

#### 2.11 Application Content Requirements

- A. Responses to application questions
- B. Completed OESJ DE Budget Template

## 2.12 Budget Proposal/Request Instructions

The *Budget* must be submitted with visible formulas and references, including itemization of the requested ARPA CLFR PSB grant award and other funding sources for the program amounts. Files must not contain any hidden or otherwise inaccessible cells. The Budget must include the following, at a minimum:

- Summary Budget, inclusive of all program costs (federal and non-federal), broken out by specified major budget category for activities implemented by the Applicant and any potential sub-applicants for the entire period of the program.
- Detailed Budget, including a breakdown by provided grant period, sufficient to allow King County to determine that the costs represent a realistic and efficient use of funding to implement the applicant's program and are allowable in accordance with the cost principles found in 2 CFR 200 Subpart E.

Instructions for filling out the OESJ DE Budget Template are included on the "Instruction" tab within the Budget file.

#### 2.13 Compliance with RFA Terms, Attachments and Addenda

The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFA. Applicants shall submit Applications, which respond to the requirements of the RFA.

Applicants are strongly advised not to take exceptions to the terms and conditions, attachments and addenda; exceptions may result in rejection of the Application. An exception is not a response to an Application requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Application. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

The County reserves the right to reject any Application for any reason including, but not limited to, the following:

- An Application is incomplete, obscure, irregular or lacking necessary detail and specificity;
- An Application has qualifications, limitations, exceptions, or provisions attached to it;
- An Applicant (in the sole judgment of the County) lacks the qualifications or responsibility necessary to perform the Work;
- An Applicant is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
- An Applicant is not approved as being compliant with the requirements for equal employment opportunity;
- An Application for which an Applicant fails or neglects to complete and submit any qualifications information within the time specified by the County.

The County may, at its sole discretion, determine that an Application with a "Notice of Exception" merits evaluation. An Application with a "Notice of Exception" not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Applicant if the County determines that the Application continues to be advantageous to the County.

In consideration for the County's review and evaluation of its Application, the Applicant waives and releases any claims against the County arising from any rejection of any or all Applications, including any claim for costs incurred by Applicants in the preparation and presentation of Applications submitted in response to this RFA.

Applications shall address all requirements identified in this RFA. In addition, the County may consider Application alternatives submitted by Applicants that provide cost savings or enhancements beyond the RFA requirements. Application alternatives may be considered if deemed to be in the County's best interests. Application alternatives shall be clearly identified.

#### 2.14 Insurance Requirements for Selected Applicant

If an Applicant is selected for an agreement with King County, the subsequent agreement will include these insurance requirements. Selected agencies shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. Evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 is also required. King County may impose additional insurance requirements depending on the nature of applicants' proposed activities.

Such liability policy/policies (except workers' compensation) shall be endorsed to include King County, and its appointed and elected officials, officers, agents and employees as additional insureds, for full policy limits.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability

of insurers. All deductibles/self-insured retentions are the sole responsibility of the Applicant. An insurance certificate and additional insured endorsement(s) will be required prior to signature of the agreement by King County.

#### 2.15 Collusion

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

#### 2.16 Procedure When Only One Application Is Received

If the County receives a single responsive, responsible Application, the County may request an extension of the Application acceptance period and/or conduct a price or cost analysis on such Application. The Applicant shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Application; the County reserves the right to reject such Application or any portion thereof.

## 2.17 Appeal Procedures

PSB will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing within four (4) working days of the email notification of PSB'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. PSB will review the written appeal and may request additional oral or written information from the appellant organization. PSB will send a written decision to the email address submitted on the Application response form. This decision is final.

#### 2.18 Inclusion of Federal Funds

- All recipients must be eligible to receive federal funds and must not appear on suspension and debarment/excluded parties lists.
- The Agreement awarded via this RFA will include Federal funding as noted in the Sample Grant Agreement/Contract Package (Appendix B).
- All recipients receiving, in aggregate, federal awards equal to or greater than \$30,000 (contractor or subrecipient) must obtain a Universal Identifier from the System for Award Management (SAM) by registering with SAM.gov.
- Registration with SAM.gov is not required for recipients of awards or subawards who are receiving assistance as a natural person, or those with a special exemption from a federal awarding agency.
- For contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are *below \$50,000*, aggregate reporting is required.
- For each Contract, Grant, Loan, Transfer, or Direct Payment *greater than or equal to \$50,000*, King County is required to report following information to the U.S. Treasury:
  - Subrecipient identifying and demographic information (e.g., DUNS number and location),
  - Award number (e.g., Award number, Contract number, Loan number),
  - o Award date, type, amount, and description,
  - Award payment method (reimbursable or lump sum payment(s)),
  - For loans, expiration date (date when loan expected to be paid in full),
  - Primary place of performance,

- Related project name(s),
- o Related project identification number(s) (created by the recipient),
- o Period of performance start and end dates,
- o Quarterly obligation amount,
- o Quarterly expenditure amount,
- o Additional programmatic performance indicators (see Section 1 Grant Program Scope of Work).

#### **SECTION 3: APPLICATION EVALUATION AND AGREEMENT AWARD**

#### 3.1 Application Evaluation

- A. The County will evaluate Applications using the criteria set forth in this RFA. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Application information may be conducted with those Applicants whose Applications are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFA, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Applicants a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that an Applicant appears fully qualified to perform the Agreement or it may require additional information or actions from an Applicant. In the event the County determines that the Application is not within the Competitive Range the County shall eliminate the Application from further consideration.
- C. The evaluation of Applicants' Applications and additional information may result in successive reductions of the number of Applications that remain in the Competitive Range. If applicable to the solicitation, the firms remaining in the Competitive Range may be invited to continue in the Application evaluation process, and negotiations.
- D. The County may enter negotiations with one or more Applicants to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Applications.
- E. Agreement award, if any, shall be made by the County to the responsible Applicant whose Application best meets the requirements of the RFA, and is most advantageous to the County, taking into consideration all established evaluation factors. The County shall have no obligations until an Agreement is signed between the Applicant and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

## 3.2 Responsive and Responsible

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

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

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

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

## 3.3 Financial Resources and Auditing

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

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

## 3.4 Evaluation Criteria and Application Scoring

Applications will be reviewed and evaluated by a committee of Application Evaluators. The process for choosing projects will include evaluation of the narrative and accompanying documents. Below are the criteria that will be used by the review committee during the evaluation/review process.

<b>Evaluation Criterion</b>	Criterion Description	<b>Maximum Points</b>
Scope of Work	Alignment with the goals and objectives in the program SOW; may disaggregate/assign points by objective	30
Equity	Applicant's approach to ensuring equitable outcomes and access to program services/benefits (i.e., proposed services and approach, accessibility of services, geographic service area).	30
Feasibility	Ability/feasibility of the organization to carry out the proposed activities and produce intended outcomes (i.e., experience serving target beneficiary groups, experience delivering similar programs, implementation plan, experience with qualitative and quantitative data collection and reporting, experience with grant/fiscal administration).	20
Evaluation Plan	Proposal is clear about how its activities will help achieve the program outputs and outcomes. There is a clear plan to collect data to measure performance (outputs and outcomes).	5
Collaborative Elements and Partners	There is a clear plan to partner and collaborate with other community organizations that serve the target population.	10
Budget	Budget is complete, aligns with proposed activities and takes into account the expenses allowed within ARPA funds, has clearly outlined assumptions. Indirect rate/costs are substantiated.	5
Total		100

King County will evaluate the budget/grant amount requested by the applicant to determine:

- whether the costs included in the application are allowable in accordance with the cost principles found in 2 CFR 200 Subpart E;
- whether the applicant's plans will achieve the program objectives with reasonable economy and efficiency; and
- the applicant's ability to perform the activities within the requested amount.

Proposed cost share, if provided, will be reviewed for compliance with the standards set forth in 2 CFR 200.306 and 2 CFR 700.10.

#### 3.5 Risk Assessment

King County will perform a risk assessment (2 CFR 200.205). King County may determine that a pre-award

survey is required to inform the risk assessment in determining whether the prospective recipient has the necessary organizational, experience, accounting and operational controls, financial resources, and technical skills – or ability to obtain them – to achieve the objectives of the grant program and comply with the terms and conditions of the grant award. Depending on the result of the risk assessment, King County will decide to execute the award, not execute the award, or award with "specific conditions" (2 CFR 200.207).

## 3.6 Public Disclosure of Applications

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

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

## **APPENDIX A – APPLICATION QUESTIONS**

- 1. Briefly describe your organization's mission. How does the intent of the Request for Applications (RFA) align with your organization's mission and the work that your organization does? In the case of a collaborative application, please outline: each organization, its role in the collaborative effort, and who would serve as the lead applicant.
- 2. Briefly describe your project, including proposed activities, goals, and your capacity to provide and/or develop digital literacy and the connectivity or technology to assist beneficiaries in accessing online resources, specifically as it relates to negative economic impacts from the COVID-19 pandemic. If you currently provide services similar to those outlined in this RFA, please describe them and how this funding or project will expand or enhance your work.
- 3. Which neighborhood(s) will your project target? Describe the need for digital inclusion and equity specific to your service area and how you will reach high-need residents.
- 4. Briefly describe how you will provide multi-lingual support to the intended beneficiaries and ensure accessibility of services for those with disabilities.
- 5. Briefly describe your organization's existing or past efforts in serving adults in the target beneficiary groups: seniors, limited-English proficiency, unemployed, or experiencing homelessness. Applicants do not have to serve all of the target groups and can focus their application on one or more of the target beneficiary groups. For each target group identified, please include your rationale and level of connection.
- 6. The timeline for implementation of this contract is rapid. Describe how your organization or organizations will utilize existing staff to implement and expedite this work quickly and/or if hiring new staff, how the hiring process will be accelerated to ensure rapid implementation.
- 7. Tracking data elements is a requirement of this contract. Describe your organization or organizations experience with qualitative and quantitative data collection and reporting.
- 8. Describe your organization or organizations experience with tracking financial assistance and submitting accurate billing invoice packages for financial reimbursement.
- 9. What will be different because of this effort? What outcomes will you use to measure success?
- 10. Describe how your project will strengthen community partnerships or leverage relationships, resources, and expertise to ensure sustainability of impact?
- 11. Complete the Digital Equity Budget Worksheet in Appendix B. Please keep in mind that your request should not be duplicative of other federal funding requests.
- 12. What is the total amount your organization is requesting?

#### APPENDIX B - SAMPLE GRANT AGREEMENT/CONTRACT PACKAGE

The following draft documents are attached to this RFA for reference/information purposes. King County will use this set of documents to enter into a grant agreement/contract with each successful applicant upon completing evaluation of applications in response to this RFA. Award recipients will be subject to the terms and conditions of the Subrecipient Grant Agreement and its associated certifications and assurances.

- 1. Sample Grant Agreement/Contract and Award Terms
- 2. Sample Grant Pre-Award Forms and Certifications
  - Automated Clearing House (ACH) Authorization
  - Civil Rights Assurance
  - CLFR Data Collection
  - Cost Certification
  - King County W-9
  - Lobbying Certification
  - Pre-Award Risk Assessment Questionnaire Sample
- 3. Sample Grant Reporting Forms
  - ARPA CLFR PSB Invoice (includes an invoice summary and an expense detail)
  - ARPA CLFR PSB Program Narrative Progress Report
  - ARPA CLFR PSB Program Narrative Final Report
  - ARPA CLFR PSB Grant Recipient Documentation Requirement Checklist
  - ARPA CLFR PSB Grant Recipient Monitoring Form (for passthrough subrecipients)
  - ARPA CLFR PSB Subrecipient Monitoring Guide (for passthrough subrecipients)