

Special Terms and Conditions

1. **Administrative Guidelines:** The Recipient shall comply with the Department's current edition of "Administrative Requirements for Ecology Grants and Loans", ("Yellow Book") publication number 91-18. The Recipient shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.
2. **Responsibilities of the Project Coordinator:** The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.
3. **Progress Reports.** The RECIPIENT shall prepare and submit quarterly progress reports to the DEPARTMENT throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

For Report Contents and Ecology’s form: Please visit our website at:

<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

County or City Name
Grant No. G1200__

Project Title
Task Title
Task Number
Date

4. **Identification of Project Materials** - All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding as follows:

5. **Format for Publications and Brochures:** Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in Ecology's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.
6. **Quality Assurance Project Plan (QAPP).** IF this project involves the collection of environmental measurement data, the RECIPIENT must prepare a QAPP to ensure the consistent application of quality assurance principles to the planning and execution of all

activities involved in generating this data. The plan shall be conducted in accordance with the DEPARTMENT's Guidelines for the Preparation of Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 04-03-030). The plan must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all environmental data generated will meet these requirements. The size and complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. The RECIPIENT may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78), in developing the plan. The QAPP shall be composed of a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.

The QAPP should describe the following elements:

- Assumptions that direct the collection and analysis of data;
- Resources used (such as flights for aerial photos);
- Resource documents that will be consulted;
- Field methods employed;
- Office methods employed;
- Training level of staff involved in data collection and analysis;
- Equipment / materials to be used
- Procedures to assure accurate calibration of field instruments.

Other supporting documentation, including example QAPPs, QAPP templates, and field SOPs may be found at Ecology's Quality Assurance website:

www.ecy.wa.gov/programs/eap/quality.html

7. **Coordination with Ecology's Geographical Information System (GIS).** If this project involves developing GIS data, the RECIPIENT shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the DEPARTMENT utilizes the following standards:

8.

Ecology's GIS Standards	
ESRI's ARC/INFO	Current version
ESRI's ArcView	Current Version
Horizontal Datum	NAD 83 HARN
Vertical Datum	NGVD 88
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system
Vector Import Format	ArcExport, DLG and/or DXF, shapefiles
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS, SID

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Jerry Franklin at 360 407-7470; Fax: 360 407-6902; E-Mail: jfra461@ecy.wa.gov or Dan Saul at 360-407-6419; E-Mail: dsau461@ecy.wa.gov for further data sharing and compatibility information. The RECIPIENT shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

9.. **Washington State Minority and Women's Business Participation.** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. DEPARTMENT of Commerce, as appropriate

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

- a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- b. The total dollar amount paid to qualified firms under this invoice.

The following federal terms and conditions are applicable with any local grant being used as match to a federal agreement at the State level. Ecology provides the required (FFATA) form at the time of grant signature.

- 10. Federal Circular Compliance:** As a subrecipient of federal funds, the RECIPIENT must comply with the following federal regulations:

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization.
OMB Circular A-133, Compliance Supplement.
OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
OMB Circular A-102, Uniform Administrative Requirements.

These federal regulations can be found at: <http://www.whitehouse.gov/omb/circulars/>

- 11. Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements:**

In order to comply with the FFATA, the recipient must complete the FFATA Data Collection Form and return it to the Department. The Department will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. Recipients who do not have a DUNS number can find guidance at www.grants.gov. **Please note that Ecology will not pay any invoices until it has received the completed FFATA Data Collection Form.**

Any recipient that meets each of the criteria below must also report compensation for its five top executives, using Ecology's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

- 12. Government Debarment and Suspension:** This agreement is subject to Federal Executive Orders 12549, 12689 and 15 CFR Part 26, Debarment and Suspension and Requirements for a Drug-free Workplace:

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- a. Unless authorized by the Department in writing, a person (as defined at 15 CFR Part 26.105(n)) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities except to the extent prohibited by law or authorized by the U.S. Department of Commerce.
- b. Unless the U.S. Department of Commerce authorizes in writing an exception in accordance with 15 CFR Parts 26.215, 26.220, and/or 26.625, the Recipient shall not knowingly do business under this agreement with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from that

agreement. The Recipient shall not renew or extend a subaward (other than no-cost time extensions) with any person who is debarred, suspended, ineligible, or voluntarily excluded, except as provided in 15 CFR Part 26.215.

- 1) The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 2) The RECIPIENT/CONTRACTOR shall provide immediate written notice to the Department if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations.
- 4) The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5) The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6) Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7) RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8) RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

- 13. Restrictions on Lobbying:** Each bidder/applicant/recipient/ subrecipient of this agreement is generally prohibited from using Federal funds for lobbying the Executive or

