Special Terms and Conditions

1. Administrative Guidelines:

The RECIPIENT shall comply with ECOLOGY's current edition of the *Administrative Requirements for Recipients of Ecology Grants and Loans* (Yellow Book). 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 Manager 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 ECOLOGY 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 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

For Report Contents and Ecology's form: Please visit our website at: http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html

4. Contracting for Goods And Services:

The RECIPIENT may contract to buy goods or services related to its performance under this Agreement. The RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. The RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

The RECIPIENT must have a standard procurement process or follow current state procurement procedures. The RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

5. Identification of Project Materials:

All reports, maps, and other documents developed 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.

6. 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.

7. Amendments and Modifications:

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

8. Environmental Standards:

a) RECIPIENTS who collect environmental monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.

b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

9. Minority and Women's Business Enterprises (MWBE)

The RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
b) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
c) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

10. Presentation and Promotional Materials

The RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

The RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

The RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

11. Consistency:

It is the responsibility of the RECIPIENT to ensure that all sub-RECIPIENTS and contractors comply with the terms and conditions of the agreement and that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

12. Biennium Close:

All deliverables due in June of the odd calendar year at the end of the State biennium shall have an end date of June 30. These deliverables and invoices will be due on or before of that year or as otherwise specified by ECOLOGY's Fiscal Office.