

Introduction

The Arc is proud to have been selected by the Corporation for National and Community Service (CNCS), the federal agency that leads the *Martin Luther King, Jr. Day of Service*, to help plan and execute volunteer projects that unite Americans in service for the MLK Day of Service and throughout the year.

The Arc will work with selected applicants to accomplish the following goals:

- Partner with a local service club or organization to recruit volunteers with and without disabilities from diverse racial and ethnic backgrounds.
- Engage volunteers to serve a specified number of service hours.
- Work with hunger-focused groups or organizations (e.g. community food banks, food pantries, soup kitchens) to deliver emergency food aid to people in need.
- Provide food aid on the MLK Day of Service (January 20, 2020) and MLK Day of Service weekend (January 17-20, 2020). Volunteer service activities can also occur before the Day of Service and continue through the end of the grant period (August 31, 2020).
- Contribute in-kind or cash matching funds to support the project during the grant year (September 1, 2019 - August 31, 2020).
- Build or enhance their organization's use of best practices in recruiting and managing volunteers of all abilities from diverse backgrounds.
- Share print-quality pictures and stories and report information about the project with CNCS, The Arc and the public.

The Arc will award competitive grants of either \$5,000 or \$10,000 to selected community organizations that commit to these activities. The outcomes required for each grant amount are listed below.

Outcome	\$5,000 grant	\$10,000 grant
# of volunteers	20	40
# of service hours	200	400
# of volunteers committed to future service	12	24
# of people in need fed	225	450
Matching funds required	\$15,500	\$31,000

Applications must be received at The Arc office by 11:59 PM (EST) on Thursday, October 10th.

Applicants can email the form or use a delivery method that provides a form of delivery confirmation, such as FedEx, UPS, or the United States Postal Service's "return receipt" option. Faxed applications will not be accepted.⁷

Via Email

Owusu@thearc.org

Via FedEx, UPS, USPS

The Arc of the United States
ATTN: Abby Owusu
Program Associate
1825 K Street NW, Suite 1200
Washington, DC 2000

More about the MLK Day of Service

Dr. Martin Luther King Jr. once said, "Life's most persistent and urgent question is: 'What are you doing for others?'" Each year, Americans across the country answer that question by coming together on the King Holiday to serve their neighbors and communities.

What is the Martin Luther King, Jr. Day of Service?

After a long struggle, legislation was signed in 1983 creating a federal holiday marking the birthday of Rev. Dr. Martin Luther King, Jr. In 1994, Congress designated the Martin Luther King Jr. Federal Holiday as a national day of service and charged the [Corporation for National and Community Service](#) with leading the effort to engage Americans in community service to mark this day. Taking place each year on the third Monday in January, the MLK Day of Service is the only federal holiday observed as a national day of service-- a "day on, not a day off." It calls for Americans from all walks of life to work together to provide solutions to our most pressing national problems. The MLK Day of Service empowers individuals, strengthens communities, bridges barriers, creates solutions to social problems, and moves us closer to Dr. King's vision of a "Beloved Community."

Why Serve on MLK Day of Service?

Dr. King believed in a nation of freedom and justice for all, and encouraged all citizens to live up to the purpose and potential of America by applying the principles of nonviolence to make this country a better place to live—creating the Beloved Community. The MLK Day of Service is a way to transform Rev. Dr. Martin Luther King, Jr.'s life and teachings into community action that helps solve social problems. That service may meet a tangible need, or it may meet a need of the spirit. On this day, Americans of every age and background celebrate Dr. King through service projects that strengthen communities, empower individuals, bridge barriers, and create solutions.

Why address food insecurity?

It seems improbable in a country where 90 million citizens are battling obesity that 49 million are also having food security issues. However, that's the reality in the United States today. And more than 16 million of our most vulnerable residents-- America's children-- are paying the price. Providing food assistance is one way communities can help improve all people's access to healthy food.

Why The Arc?

As the largest and oldest advocacy organization for people with intellectual and developmental disabilities and their families, The Arc knows that people with intellectual and developmental disabilities (I/DD) have a lot to offer their community, and many do so by giving back in a variety of ways.

The Arc is proud to be a part of the MLK Day of Service and to support community organizations to develop volunteer projects that include volunteers with and without disabilities to serve people in need.

In 2020,77 CNCS will invest \$206,345 (30% of the project cost) to support The Arc's project. This investment will be matched with \$487,857 in in-kind support from organizations and The Arc and subgrantee organizations. This in-kind support will be financed by approximately \$117,086 in public money (24%) and \$370,771 (76%) in private resources.

MLK Day of Service Project Application

In the application below, any nonprofit organization interested in organizing volunteer service projects should describe the need for food assistance in their service area and how they will develop their program. To promote inclusive volunteering, organizations are required to prove their capacity to recruit and manage volunteers with disabilities and to work with a non-disability volunteer organization and a hunger-focused organization to develop these projects.

As part of The Arc's commitment to diversity and inclusion in all program efforts, organizations must also demonstrate how their program will be reflective of and accessible to diverse populations in their service area.

Organization Profile

Organization:

Organization's DUNS Number:

Contact Name:

Address:

Phone Number:

E-Mail:

1. Check the box if your organization is a chapter of The Arc. ☐

***Note:** This RFP is open to all organizations, regardless of affiliation to The Arc, and this question is not part of the scoring criteria.*

2. Check the box if you have previously received an award from The Arc for MLK Day. ☐

3. Check this box to indicate your organization is a nonprofit organization and attach proof of status. ☐

Need for Emergency Food Assistance

4. What areas will be served by this project? List cities/counties and the Department of Agriculture's [Rural-Urban Continuum Code](#) of the area you will serve (*limit 200 words*).

5. Describe the need in your service area relating to emergency food assistance. Use the [USDA's Food Desert Access Research Atlas](#); the [Robert Wood Johnson Foundation's County Health Rankings'](#) Food Environment Index Score, percent of population lacking access to healthy food, or percent of population that is food insecure to substantiate this need. If the need in your area stems from a natural or other disaster, demonstrate evidence of the need for food aid. (*limit 400 words*).

6. Describe how your project will be designed to meet the need for food assistance in your community (*limit 400 words*).

Organizational Experience Serving Diverse Volunteers of All Abilities

7. Describe your organization's experience with and capacity to develop volunteer programs that include people with and without disabilities (*limit 400 words*).

8. Describe your organization's experience with and capacity to develop volunteer programs that include people from diverse racial and ethnic backgrounds (*limit 400 words*).

9. Identify the non-disability volunteer service organization or group you will work with to recruit and manage volunteers. Indicate how they've been successful at recruiting volunteers from diverse communities. Attach a letter of support from this organization (*limit 300 words*).

10. Identify the hunger-focused organization(s) or group(s) that you will work with to distribute food assistance. Indicate how they've been successful at distributing food assistance to diverse communities. Attach a letter of support from this organization (*limit 300 words*).

Volunteer Recruitment/Management Plan

11. Describe the strategies and action steps you will use to recruit and manage volunteers with and without disabilities from diverse racial and ethnic backgrounds. Be sure to include the dates to complete each step and staff responsible for recruiting, managing, and recognizing volunteers. [An example is available here for your reference or use.](#)

12. This project requires organizations to hold a mandatory 1-hour kick-off meeting for volunteers prior to their work on the MLK Day of Service. This meeting should provide an overview of volunteer activities as well as the life and message of Dr. Martin Luther King, Jr. and should [incorporate resources and materials developed by CNCS](#). Below, briefly describe your anticipated agenda for this meeting and which resources you plan to use to train your volunteers.

13. This project requires organizations to plan for and encourage volunteers to remain engaged in service throughout the grant year and facilitate connections to future service opportunities. Below, briefly describe your experience engaging volunteers and plans to engage the volunteers on this project during and after the grant year concludes.

Budget Plan

14. Please check the box below that indicates what funding level you would like to be considered for. You can check more than one box.

- ☐ \$5,000
- ☐ \$10,000
- ☐ If more funding becomes available, we are interested in higher levels of funding.

15. Submit the [attached budget plan](#) to describe how you will spend the requested grant funding and required amount of matching funds. If you are applying for consideration for either funding amount, please build a budget plan to support \$10,000 in grant funding and \$31,000 in matching funds or \$5,000 in grant funding and \$15,500 in matching funds. **NOTE: Neither volunteer time nor the value of food donated can be counted as matching funds or planned expenses.** If you need assistance in determining what can be counted as matching funds, [visit this web course from CNCS](#).

Assurances

Submitting this application signifies your organization's agreement to the following requirements in addition to the project described above. This application must be signed by your organization's authorized signing authority who can make commitments on behalf of the organization.

Your organization will:

- Adhere to the terms and conditions required of organizations (Contractors) receiving this grant (see below)
- Receive training and correctly complete required criminal background checks on staff as mandated by CNCS and The Arc
- Submit program and financial reports as scheduled
- Submit print-quality photographs, a blog or written story as requested and when appropriate to showcase your efforts for CNCS and The Arc
- Submit de-identified email addresses of project volunteers to The Arc for an introductory email series that shares The Arc's volunteerism work. Volunteers may opt out of subsequent emails
- Update The Arc via phone/email communications as coordinated by The Arc (e.g. monthly calls)

For Applicant Organization

For The Arc

Name of Authorized Signing Authority, title
Organization

Peter V. Berns, Chief Executive Officer
The Arc

Date: _____

Date: _____

Grant Terms and Conditions

CRIMINAL HISTORY CHECKS

- A. All staff or people who receive money or funding through the project (e.g. those who bill any portion of their salary or wages to the project or receive payment through matching funds) are required to have criminal history checks and at least one staff member at the Contractor must attend the online annual certification training. The specific requirements of the National Service Criminal History Check, including the timing and requirements are specified in <http://www.nationalservice.gov/resources/criminal-history-check>.
- B. The Contractor must submit any requested information to The Arc or take any steps required by The Arc to complete background checks or prove background checks have been done correctly. Information requested may include submitting proof of certificate of completion for staff attending annual training, proof of identification, consent to participate in background checks, proof the staff has had their name searched via the National Sex Offender Public Website (NSOPW), and/or completion of an appropriate state or FBI background check.
- C. Inability to provide this proof or complete required steps may result in disallowed funds and the termination of the Agreement.
- D. Criminal History checks must be completed before staff may bill any time to this grant.

PUBLICATIONS AND PROPERTY USE

- A. All documents, materials, and data developed as a result of this Agreement are the property of The Arc. The Arc has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of or developed as a result of this Agreement. The Arc may use this information for its own purposes.

DONOR RECOGNITION AND GRANT PRODUCTS

- A. Contractor agrees to acknowledge the support of The Arc and the Corporation on CNCS within all electronic communication, websites, and publications that promote this project.
- B. When issuing statements, press releases, and other documents describing projects of programs funded in whole or in part with federal money, the Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project that will be financed by non-governmental sources.
- C. Contractor agrees to use the following acknowledgment and disclaimer in any external report or publication: "This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. 17MKHDC001. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or the MLK Day of Service."
- D. If Contractor is a chapter of The Arc, the Contractor agrees to prominently identify itself to the public as an affiliated chapter of The Arc either by: (a) using "The Arc" brand identity as its primary business trade name and identity, with geographic or other chapter specific identification; or (b) for chapters that use a business trade name that does not include The Arc's brand logo, by clearly and conspicuously display The Arc's "affiliated chapter" logo. Contractor understands that usage is subject to "The Arc" trademark or the "affiliated chapter" trademark and is subject to the terms of the separate Chapter Trademark Licensing Agreement or Affiliated Chapter Trademark Licensing Agreement, respectively.

BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION

- A. Contractor needs to be prepared for potential breaches of Personally Identifiable Information (PII). PII is defined as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

- B. Contractor must ensure that it has procedures in place to prepare for and respond to breaches of PII and notify The Arc in the event of a breach.
- C. If the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of this federal grant award, or uses or operates a federal information system, the Contractor must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach to The Arc and CNCS.

CONFIDENTIALITY

- A. Contractor shall not disclose any confidential information to third parties. Confidential information is defined as all documents reviewed or supplied by The Arc unless The Arc otherwise specifies or makes materials available in the public domain.
- B. Contractor may disclose confidential information in accordance with judicial or other governmental order, provided Contractor provide The Arc reasonable notice prior to disclosure and complies with any applicable protective order.
- C. Contractor will return or destroy all original, copied, reproduced, or summarized versions of confidential information at The Arc's request.
- D. All confidential information will remain the property of The Arc or the CNCS, as applicable. By disclosing information to Contractor, The Arc does not grant any express or implied right to Contractor to or under The Arc copyrights, trademarks, or trade secret information.

INDEMNIFICATION AND INSURANCE

- A. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, volunteers, agents, officers, or directors, to the extent allowed by law. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, organization, or corporation not a party to this Agreement.
- B. Contractor agrees to indemnify and hold harmless The Arc and any of its employees, volunteers, agents, officers, or directors from and against all liability, loss, damages, costs or expenses-- including attorney's fees as well as fines or penalties-- which they may incur because of, or in consequence of, Contractor's actions or omissions of any type.
- C. Contractor certifies that it maintains an insurance program against the perils of bodily injury, personal injury and property damage. Contractor shall maintain such insurance program in full force and effect during the term of this Agreement.

NON-ASSIGNABILITY

- A. Contractor may not assign, transfer, or otherwise dispose of this Agreement to any other person, firm, or entity without the written consent of both parties to this Agreement.
- B. Approval of any contracted services will not relieve Contractor from their obligations under the Agreement.
- C. If contracted services are permitted, Contractor will ensure that the contracted services and their providers comply with all provisions of this Agreement.

GOVERNING LAW

- A. Unless otherwise provided by a specific term of this Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia. Both parties further consent to jurisdiction by the local and federal courts sitting in the District of Columbia.

RECORDS AND AUDIT

- A. If Contractor receives more than \$750,000 from the federal government in Contractor's fiscal year, Contractor agrees to conduct an annual independent audit (A-133) and submit the A-133 results to The Arc within 30 days of the receipt of the A-133 audit report. Contractor is responsible for conducting this audit and for the costs associated therewith. If Contractor receives \$50,000 or more from The Arc in

Contractor's fiscal year, The Arc shall issue the Contractor Audit Certification Form to Contractor. Contractor agrees to complete the Contractor Audit Certification Form and submit the completed form to The Arc every year for the duration of the contract period.

- B. Contractor will be responsible for establishing and maintaining an accounting system to identify, support, and track all expenditures related to this Agreement. This system shall be in accordance with generally accepted accounting practices, and all expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction. This system, at a minimum, will consist of a chart of accounts, cash receipts journal, cash disbursements journal, and a general ledger.
- C. Records for this Agreement and related costs are to be retained by Contractor for at least three years after final payment under this Agreement and after all pending matters are closed. If an audit, litigation, or other action involving these records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. Contractor agrees to give The Arc access to these records and any other pertinent books, documents, papers or other records, to make audits, examinations, excerpts and transcripts.
- D. The Contractor must notify The Arc if it becomes insolvent or unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

COST REPORTING

A. Contractor agrees that its financial management systems can produce reports which support and reconcile to the amounts reported to the Payment Management System (PMS) at the Department of Health and Human Services and CNCS's eGrants system.

SEVERABILITY AND TERMINATION

- A. Contractor agrees that The Arc may terminate this Agreement for any reason, with a minimum of 30 days written notice. If The Arc terminates this contract in accordance with this provision, The Arc will pay for acceptable performance prior to the effective date of termination.
- B. The Arc may terminate this contract immediately, in whole or part, and from time to time, whenever The Arc determines that Contractor is:
 - a. Not complying with the provisions of this Agreement;
 - b. Failing to make satisfactory progress regarding the scope of work and deadlines mentioned in this Agreement; or
 - c. Endangering the performance of this Agreement.
- C. If this Agreement is terminated for cause, Contractor must compensate The Arc for any additional costs it would incur to obtain substitute performance for items listed in the scope of the work in addition to any other remedies provided by law or the Agreement. Additionally, The Arc will not be responsible for any payment to Contractor for any services occurring between the date of the written notice of deficiency and effective termination.

NOTICES AND DISPUTES

- A. No modification or amendment to this Agreement shall be valid unless in writing, signed by an authorized representative of The Arc and an authorized representative of Contractor.
- B. There is no formal procedure established for resolving disputes between The Arc and Contractor. It is The Arc's policy to make every reasonable effort to resolve all issues fairly by negotiation without litigation. Any disputes arising under this Agreement shall immediately be brought to the attention of The Arc by Contractor.
- C. Performance of services mentioned under this Agreement shall be monitored and evaluated by The Arc. The Arc's failure to monitor or evaluate shall not relieve Contractor of its obligations. Monitoring and evaluation may include scheduled and unscheduled site visits, calls, or emails to any personnel involved in performing services and/or maintaining records related to this Agreement. At any point during normal business hours and upon receipt of reasonable notice, Contractor shall permit representatives of The Arc to inspect any of Contractor's records related to this Agreement. Contractor shall permit The Arc to make copies or transcripts from such records and to make audits of all contracts, invoices, materials,

payrolls, personnel records, conditions of employment, and other data relating to matters covered by this Agreement.

- D. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision, or condition of this Agreement.
- E. This Article shall not be construed to limit the administrative or legal rights otherwise available to the parties in the event of violations of the terms or conditions of this Agreement.

PROHIBITED PROGRAM ACTIVITIES

A. Contractor must comply with the prohibitions on the use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts.

ANTI-TERRORISM COMPLIANCE

A. Contractors receiving \$10,000 or more from The Arc must be in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

ANTI TRAFFICKING COMPLIANCE

- A. None of the funds made available under this agreement may be used to engage in severe forms of trafficking in persons during the period of time that the award is in effect; to procure a commercial sex act during the period of time that the Agreement is in effect; or to use forced labor in the performance of the Agreement.
- B. The Arc and CNCS retains the right to unilaterally terminate the contract if it is determined that Contractor violated a prohibition in paragraph XV.A or has an employee who is determined by The Arc and CNCS to have violated a prohibition in paragraph XV.A. This employee would be determined to have conduct that is either (a) associated with the performance of this Agreement or (b) imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."
- C. Contractor must inform The Arc immediately of any information the Contractor receives from any source alleging a violation of this prohibition in Article XV.A. CNCS and The Arc's right to terminate the contract unilaterally is described in paragraph XV.A. This ability to terminate implements section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that The Arc requires as part of this Agreement.

D. Definitions: For purposes of this Agreement:

- "Employee" means either:

An individual employed by the Contractor who is engaged in the performance of the project or program under this award; or

- Another person engaged in the performance of the project or program under this award and not compensated by the Contractor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the following meanings: sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

FRAUD, WASTE, AND ABUSE COMPLIANCE

- A. Contractor must immediately contact The Arc when they first suspect that a criminal violation has occurred (e.g. criminal fraud, theft or embezzlement, forgery, corruption, bribery, kickbacks, or acceptance of illegal gratuities or extortion). See 18 U.S.C. Part 1 for more information on criminal conduct.
- B. Contractor must immediately contact The Arc if actual or suspected fraud, waste, or abuse has occurred.
- C. **Definitions:** For purposes of this award term:
- Fraud involves obtaining something of value through willful misrepresentation.
 - Waste involves taxpayers not receiving reasonable value for money in connection with any government-funded activities due to an inappropriate act or omission by players with control over or access to government resources.
 - Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. Abuse also includes misuse of authority or position for personal financial interests or those of an immediate or close family member or business associate.

WHISTLEBLOWER PROTECTION COMPLIANCE

- A. Contractor is subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- B. An employee of a the Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or award.
- C. Contractor will inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712 and at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001> .

LIABILITY AND SAFETY ISSUES

- A. The Contractor must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks.

NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

- A. **Public Notice of Non-discrimination.** The Contractor must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Contractor and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact: (Name, address, phone number - both voice and TTY, and preferably toll free - FAX number and email address of the recipient) or

*Office of Civil Rights and Inclusiveness
Corporation for National and Community Service*

- B. Contractor is required to include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Contractor must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Contractor shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.
- C. Records and Compliance Information. The Contractor must make compliance information available to The Arc upon request so it can carry out its civil rights obligations.
- D. Obligation to Cooperate. The Contractor must cooperate with The Arc and CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The Contractor shall permit access to The Arc and CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

CONFLICT OF INTEREST

- A. Contractor must disclose in writing any potential conflict of interest to The Arc. This disclosure must take place immediately.
- B. CNCS conflict of interest policies apply to The Arc and the Contractor, and are as follows:
 - 1. Written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of contracts must be maintained.
 - 2. No employee may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or contractors or parties to contracts.
 - 3. If The Arc or Contractor has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must also maintain written standards of conduct covering organizational conflicts of interest. "Organizational conflicts of interest" means that because of relationships with a parent company, affiliate, or subsidiary organization, an organization is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.