

David Condon
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

RFQ NUMBER: #4507-19

DESCRIPTION: RIVERFRONT PARK WEST HAVERMALE PROJECT

DUE DATE: MONDAY, JANUARY 28, 2019
No later than 1:00 p.m.

DELIVERY BY MAIL:

City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:

City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

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REQUEST FOR QUALIFICATIONS FOR CONSULTING ARCHITECT & ENGINEERING SERVICES

Riverfront Park West Havermale Project

PART I. INTRODUCTION

1.1 INTRODUCTION

The City of Spokane, Washington is seeking the services of a qualified consultant experienced in park design, bridge design, and playground design for the West Havermale improvements within Riverfront Park located in the downtown area of the City of Spokane, Washington. The selected consultant must have expertise in the following areas: landscape architecture and civil and structural engineering; demonstrated design and construction experience relative to the renovation of a public park.

A selection committee will evaluate qualifications based on the consultants' references, experience, and stated technical and administrative capabilities to achieve the project's objectives.

1.2 INQUIRIES

Inquiries and other communications about this Request for Qualifications shall be through the City of Spokane Parks & Recreation Division. The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Jo-Lynn Brown
City of Spokane
Parks & Recreation
808 W. Spokane Falls Boulevard
Spokane, WA. 99201-3343
(509) 625-6264
jlbrown@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Consultants are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

1.3 PROJECT BACKGROUND

The West Havermale (Project) is located within the downtown area of the City of Spokane, Washington. The site is located between the Howard Street Right-of-Way and Post Street and between the Spokane River's South and Mid Channels. Bisecting the site is an operational Hydroelectric Development (HED) known as the Upper Falls HED. The HED consists of two (2) historic above-grade structures (Intake Structure and Powerhouse) and one (1) subgrade structure (Penstock). A significant portion of the site is bound by the Bill Fern Conservation Area and is not a part of this project. A significant interactive sculpture is scheduled to be installed in the Bill Fern Conservation Area that is expected to influence the West Havermale design. The West Havermale is an integral sub-project within the Riverfront Park Redevelopment Program. The Program consists of five (5) major projects including the

Recreational Rink and Skyride Facility, Loeff Carrousel, US Pavilion, Howard St Promenade, and the North Bank's Regional Playground. Park development standards have been established to ensure consistency of lighting and electrical, site furnishings, signage, irrigation, and building systems.

The Project's signature improvement is the All-Inclusive Playground, an inclusive play space for children of all abilities aged 2-12 years old. The playground is to be no less than one-half (0.5) acre. The goal is to achieve the trademarked and registered "Shane's Inspiration Inclusive Playground" designation.

The Spokane Parks Foundation has retained on behalf of the City of Spokane Parks and Recreation "Shane's Inspiration", an Inclusive Playground Specialist. Shane's Inspiration will provide playground programming, apparatus selection, design, safety inspection, and construction administration.

The successful Proposer's close coordination with the Inclusive Playground Specialist is required to for the Proposer to prepare bid and construction documents for *all* playground elements.

The Proposer must have playground experience with a minimum of three (3) completed playgrounds within the last ten (10) years of similar or greater size. All-inclusive elements shall include caregiver access and amenities within the playground.

The Project will include park/open space improvements including pathways, Theme Stream Bridge, landscape planting and irrigation, lighting and electrical, and a fenced maintenance operations yard for vehicle and material storage.

The Project will include restoration of the Atkinson Theme Stream per Department of Interior Standards.

The site is adjacent to the Spokane River and the majority of the site is within the Shoreline jurisdiction. Former industrial activities on-site have contaminated the soils with PAHs and in some places, fuel and/or lead. Stormwater may not infiltrate into contaminated subsurface soils that create stormwater treatment challenges and opportunities. Environmental Assessment and Habitat Management Plans will be by the City of Spokane with close coordination with the successful Proposer.

The Project will be designed and developed concurrently with the Post St Bridge project immediately northwest of the site. Connection of both projects, physically and aesthetically is desired. The successful Proposer's close coordination with Post St Bridge Design-Builder will be required.

Additional ancillary scopes of work may be incorporated into the consultants contract in order to complete the Project. Ancillary scope may include additional fencing/guardrails, picnic/expo shelter restoration, bike storage, Right of Way improvements, parking lot improvements, coordination with Zip Line Vendor, and/or car charging stations.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about February 13th 2019 and to end on August 30th 2020.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City is the City of Spokane, a Washington State municipal corporation that is issuing this RFQ.

Consultant – Individual or company whose SOQ has been accepted by the City and is awarded a fully executed, written contract.

Proposer -- Individual or company submitting a SOQ in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to submit their qualifications, experience, and approach for evaluation.

Statement of Qualifications (SOQ) – Consultant’s qualifications, experience, and approach.

1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

PART II. GENERAL INFORMATION

2.1 SUBMISSION OF STATEMENT OF QUALIFICATIONS

By signature on the commitment letter, Proposers certify that they comply with all terms and conditions set out in this Request for Qualifications.

SOQs shall be delivered to the City no later than 1:00 p.m. PDT on Monday, January 28, 2019. The City reserves the right to not consider SOQs received late.

Place each copy of the SOQ in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

“SEALED PROPOSAL – IMPORTANT”

“RFQ #4507-19 – RIVERFRONT PARK WEST HAVERMALE PROJECT”

“DUE: MONDAY, January 28, 2019 - 1:00 P.M.”

YOUR COMPANY NAME

Submit Seven (7) copies of the Proposal, as follows:

Original paper Proposal, Six (6) paper copies, and One (1) reproducible digital copy (cd or thumbdrive) to:

DELIVERY BY MAIL:

City of Spokane – Purchasing
4th Floor – City Hall

808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:

City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

NOTE: SOQs will not be accepted by fax or email and must be no greater than fifteen (15) single sided pages. Cover, back, and tabs are not counted in the fifteen pages.

The Purchaser is not responsible for SOQs delivered late. It is the responsibility of the Proposer to be sure the SOQs are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the due date.

Proposers mailing SOQs should allow normal mail delivery time to ensure timely receipt of their SOQs. City Hall is now a secured building. If the Proposer is hand delivering a SOQ, note that additional time is required to sign in, receive a visitor’s pass, and gain entrance to the building.

Sealed SOQs will be publicly acknowledged at 1:15 p.m., Monday, January 28th, 2019 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

2.2 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received SOQs shall remain confidential until the award of contract recommendation has been filed with the applicable Committee or the City Clerk for Park Board action. Thereafter, the SOQs shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, “Public Records.”

Any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator

2.3 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ.

The City also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to final award of a contract.

2.4 ACCEPTANCE PERIOD

SOQs must provide sixty (60) days for acceptance by the City from the due date for receipt of SOQs.

2.5 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.6 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the SOQ submitted. Therefore, the SOQ should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its SOQ.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the SOQ

2.7 PREPARATION COST OF SOQS

The City shall not be liable for any costs incurred by a firm in preparing or submitting a SOQ, in conduct of a presentation, or any other activities related to responding to this RFQ. Submitted materials become the property of the City and will not be returned. Submitted SOQs constitute public records which are subject to review and copying by a person making an appropriate request for public record.

2.8 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

2.9 REJECTION OF SOQs

The City reserves the right to reject any and all SOQs received without penalty and to not issue a contract as a result of this RFQ.

PART III. PROPOSAL CONTENT AND FORMAT

3.1 OVERVIEW OF THE WORK

The following outlines a Scope of Work services to be delivered for the West Havermale project. The West Havermale project consists of the All-Inclusive Playground, Park Improvements, Theme Stream Bridge, Theme Stream Restoration, and Maintenance Operations Yard for vehicle and material storage. The Consultant shall carefully evaluate the proposed scope of

work included herein and propose modifications in partnership with the City during contract negotiation phase. The Consultant, under one (1) AIA contract, shall act as the City's representative for the West Havermale Project including all coordination between the City, the City's stakeholder groups, the Inclusive Playground Specialist, and the City Program Manager.

The AIA Contract will be compliant with current Washington Office of Financial Management Fee and Guidelines. The links below are for the Proposers reference and will be incorporated into the Contract:

<https://www.ofm.wa.gov/sites/default/files/public/legacy/budget/instructions/ae/aepees.pdf>

<https://www.ofm.wa.gov/sites/default/files/public/legacy/budget/instructions/capinst/aequidelines.pdf>

1. Design of the overall West Havermale Project by referring to the concept design established in the Master Plan, 30% West Havermale Design submittal, Riverfront Park design guidelines, and technical studies generated through the pre-design phase;
2. Lead the design for the West Havermale Project;
3. Coordinate, support, and assist the City Program Manager to present and solicit comment from citizen oversight committees including but not limited to the Park Board, Ad-Hoc Committee, Riverfront Park Bond Design Steering Committee, the Riverfront Park Committee, Executive Team, the Family Use and Accessibility Committee, Subject Matter Expert(s), and the City of Spokane's Design Review Board;
4. Generate public presentation quality drawings and renderings as needed for citizen outreach and public workshops;
5. Lead the coordination and development of required permit applications and obtain additional required permits as needed;
6. Develop all required design contract documents and specifications for Schematic Design, 50% & 100% Design Development Documents, and 60%, 90% & 100% Construction Documents.
7. Lead Project and coordinate documentation among Consultant's sub-consultants;
8. Develop Estimates of Cost and Project Schedules for the West Havermale Project. Estimates of Cost to be delivered within 1 week of delivery of Schematic Design, 100% Design Development, 60%, and 90% Construction Documents submittals;
9. Provide West Havermale Project Contract Administration services including but not limited to providing construction support, change order review and comment, shop drawing review, respond to Requests for Information, management through a third-party managed MIS system, issuance of punchlist and substantial completion forms;
10. Provide close-out services including but not limited to review & comment/approval of Maintenance & Operation Manuals and As-Built drawings.

3.2 SUPPORT SERVICES

1. The West Havermale Project scope of work includes:
 - i. Park improvements for the 2.5 acre site (Playground and Park Improvements);
 - ii. 0.5 acre (min) fenced playground serving children of all ages 2-5yrs and 5-12yrs old. Differing age group playgrounds are desired to be adjacent to one another;
 - a. Playground shall offer active and passive play opportunities for children of all abilities.
 - b. Development of the playground theme (a collaborative effort with Inclusive Playground Specialist) and articulation through physical form with focus on imaginative play and multi-dimensional learning & interpretation opportunities;

- c. Utilize a balanced mixture of semi-custom and traditional play equipment;
 - d. Provide accommodations for persons of all abilities and disabilities including caregivers.
- iii. Restoration of existing Theme Stream meeting Department of Interior Standards including removal of debris, cleaning, weir adjustment, and painting where applicable;
- iv. Theme Stream Bridge improvements based on existing schematic design.
- v. Grading and Drainage including Stormwater management within Brownfield development. Engineering is required to treat Stormwater and convey through the site to existing Theme Stream;
- vi. Centennial Trail improvements from Theme Stream Bridge to the Post St Bridge;
- vii. Concrete and Asphalt pathways;
- viii. Planting and Irrigation;
- ix. Lighting and Electrical;
- x. Wayfinding and Signage (including interpretive signage) consistent with the Park's wayfinding and signage standards.
- xi. Coordination with Post St Bridge design team immediately northwest of the project boundary. A physical connection of this project and the Post St Bridge project is required.

2. West Havermale Construction budget

- i. West Havermale total Construction budget is \$1,850,000.
 - 1. Playground construction budget of \$1,000,000 (permit fees, construction contingency, and Washington state sales tax to be paid by City and are not a part of the construction budget).
 - 2. Theme Stream Bridge and Restoration construction budget of \$280,000 (permit fees, construction contingency, and Washington state sales tax to be paid by City and are not a part of the construction budget).
 - 3. Landscape, Irrigation, Lighting & Electrical, Operations Yard, Stormwater management, and all other improvements construction budget of \$570,000. (permit fees, construction contingency, and Washington state sales tax to be paid by City and are not a part of the construction budget).

The following items regarding the proposed scope of work are available at:

<https://ftp.spokanecity.org/?ShareToken=F91E9B86FF1E662F6BA2D0FDB772B47187DB2E8C>

Password: D3tpTRvN

- Riverfront Park West Havermale Limit of Work, COS 2018
- Riverfront Park West Havermale 30% Submittal, Berger Partnership 2016
- Soil Management Plan, GeoEngineers 2016
- Water Management Plan, GeoEngineers 2016
- Shane's Inspiration Grant & License Agreement, 2018

The Riverfront Park Master Plan 2014 can be found at:

<https://static.spokanecity.org/documents/parksrec/aboutus/planning/2014-riverfront-park-master-plan.pdf>

3.3 ORGANIZATION OF THE CONSULTANT'S RESPONSE

Because the City intends to rely on the record and experience of the Proposer to ensure effective management of the West Havermale Project, it is expected that each Proposer use the following approach and style within the Statement of Qualifications (SOQ). The SOQ is to contain the following sections:

1) Letter of Interest

Provide a maximum of one (1) single sided page addressing the interest and commitment of Proposer's resources delegated to the West Havermale Project. The letter must be addressed to the city's program manager, signed by a principal of the Proposer's firm, with binding authority for the firm.

2) Project Understanding and Approach

This section should provide detailed discussion of the Proposer's management approach which the Proposer has applied to similar projects. Please describe the Proposer's potential approach, opportunities, and constraints to the design of the West Havermale Project and understanding of the Riverfront Park Redevelopment Project. Please do not include substantive designs or design ideas.

3) Staffing Capabilities

- a. Responses must contain an organization chart, a specific discussion of the Proposer's key management staffing, availability, certifications/licenses, capacity/capabilities, location and reporting relationships for the West Havermale Project. Include name(s) of a Principal in Charge of the Proposer's organization, including appropriate biographical data and resumes, and other key persons who will be assigned to the West Havermale Project.
- b. Include description of key management staff's experience in monitoring the Project budget and schedule
- c. Identify additional staff, members of the Proposer's team or services that may be of benefit to the City and the West Havermale Project; specifically, staff and/or members of the Proposer's team that have experience with Playground design and Bridge design.

4) Firm's Experience

This section should detail the Proposer's background and qualifications and establish his/her experience and performance in the management of programs similar to the West Havermale Project. Please address each of the following appropriately:

- a. Proven record of delivering well received public spaces, public facilities, and playgrounds that are well used and well received by the public. Provide a brief description and photographs of up to three (3) representative projects issued for bid after 2008.
 1. List references which may be contacted. Include current name, email address and phone numbers. Include a minimum of one (1) reference for each project listed as relevant to your firm's experience, i.e. references must match project experience.
- b. Demonstrated ability to work collaboratively on an interdisciplinary team that includes landscape architects, architects, artists, engineers, environmental, and permitting specialists, etc.

- c. Experience delivering projects in an environment with a high level of civic engagement, and (Owner) decision-maker, stakeholder interest, as well as complex regulatory requirements.
- d. Successful experience and past performance(s) delivering high profile projects involving Playground(s).

PART IV. PROPOSAL EVALUATION

4.1 CONSULTANT SELECTION PROCESS

Responses received in reply to this RFQ will be evaluated on the likelihood of the consultant meeting the requirements therein. The evaluation will be based on the technical and administrative capabilities of the consultant in relation to the project goals. A committee of Park Staff and Park Board Members will review the consultant Statements of Qualifications according to the following criteria:

- 1) Project understanding, opportunities, and constraints: (20 points)
 - a) The response will be evaluated to assess the consultant's understanding of the project, opportunities for design excellence, and constraints that must be considered.
- 2) Project Approach: (20 points)
 - a) The consultant's qualifications will also be weighed in relation to the consultant's overall perceived approach for accomplishing the objectives of the project. This approach should clearly outline the process required to complete the City's objectives as discussed in this RFQ.
- 3) Staff Capabilities: (30 points)
 - a) The proposed staffing should demonstrate suitable experience and skills in park and playground design, engineering, stormwater management, cost estimating, and permitting issues including development within the shoreline jurisdiction. Demonstration of experience regarding project communication to public officials, stakeholders, and the general public.
- 4) Firm Experience: (30 points)
 - a) Demonstration of delivering well received public spaces, public facilities, and playgrounds.
 - b) Demonstration of working collaboratively with owners/municipalities and managing interdisciplinary teams.
 - c) Demonstration of project delivery in an environment with a high level of civic engagement.

The Consultant Selection Committee anticipates a substantial response to this RFQ. Consequently, consultants are encouraged to keep their submittals concise and to-the-point. **Lengthy submittals are discouraged.**

The Consultant Selection Committee will review the responses and develop a "short-list" of the most qualified respondents. These consultants may be invited to interview with the committee if the committee deems it necessary. Final selection of the most qualified consultant will be made soon thereafter.

4.2 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose SOQ is the most favorable to the City, taking into consideration the evaluation factors. The Park Board shall make the award of contract or purchase. Unsuccessful proposers will not automatically be notified of SOQ results.

4.3 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Consultant's SOQ. Comparisons between SOQs or evaluations of the other SOQs will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

PART V. CONTRACT REQUIREMENTS

5.1 MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION

The City of Spokane recognizes there is a need to provide the maximum practicable opportunity for increased participation by minority and women-owned business enterprises (MBE's and WBE's). The City therefore establishes the following laudatory goals for this contract:

MBE	6%
WBE	4%
Or a combined total of	10%

Selection of the successful applicant will not be based on meeting these laudatory goals. Achievement of the above goals is encouraged. Accordingly, each Proposer will be required to take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned business:

- a) Including qualified minority and women's businesses on solicitation lists;
- b) Ensuring that minority and women's businesses are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- d) Establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- e) Using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprises

5.2 INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

- a) Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- b) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and
- c) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d) Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two [2] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5.3 CITY OF SPOKANE BUSINESS REGISTRATION

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

5.4 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

5.5 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

5.6 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

5.7 LIABILITY

The Consultant shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Consultant's negligence or breach or its obligations under the contract. The Consultant's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Consultant's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Consultant, its officers and employees shall apply only to the extent of the negligence of the Consultant, its officers and employees. The Consultant's duty to indemnify shall survive termination or expiration of the contract. The Consultant waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.