

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

REQUEST FOR PROPOSALS

RFP TITLE:

YEAR-ROUND SHELTER OPERATOR

PROPOSAL DUE DATE: JULY 2, 2021

TIME: 5:00 PM

<u>Proposal Submittal:</u> All Proposals shall be submitted electronically by email to <u>chhsrfp@spokanecity.org</u> before the due date and time.

TABLE OF CONTENTS

| 1. | GEN | IERAL INFORMATION | .2 |
|----|-----|--|----|
| | 1.1 | PRE-PROPOSAL CONFERENCE | 2 |
| | 1.2 | COMMUNICATION | 2 |
| | 1.3 | BACKGROUND AND PURPOSE: | 2 |
| | 1.4 | MINIMUM QUALIFICATIONS: | 2 |
| | | ADDENDA: | |
| | 1.7 | TERMS AND CONDITIONS: | 2 |
| | 1.8 | ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES | 2 |
| | 1.9 | DEFINITIONS | 2 |
| 2. | SCC | PE OF SERVICES | .3 |
| 3. | PRC | POSAL CONTENTS | .4 |
| | | PREPARATION OF PROPOSAL: | |
| | 3.2 | LETTER OF SUBMITTAL: | 4 |
| | 3.3 | MANAGEMENT PROPOSAL: | 5 |
| | 3.4 | COST PROPOSAL | 7 |
| 4. | SUE | MISSION AND EVALUATION | .8 |
| | | SUBMISSION OF PROPOSALS: | |
| | 4.2 | EVALUATION PROCEDURE | 8 |
| | 4.3 | EVALUATION SCORING | 8 |
| 5. | GR/ | NT REQUIREMENTS | .9 |
| 6. | RF | ATTACHMENTS | .9 |

1. GENERAL INFORMATION

1.1 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is not applicable to this solicitation.

1.2 COMMUNICATION

All communication between the Proposer and the City shall be submitted by email to <u>chhsrfp@spokanecity.org</u>. Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all proposers have access to the information. It is the responsibility of Proposers to check the City of Spokane's website for this information.

1.3 BACKGROUND AND PURPOSE

The City of Spokane, through its Community Housing and Human Services Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in providing services as detailed in Section 2.

1.4 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington and the City of Spokane.

1.5 CONTRACT PERIOD

Any contract resulting from this RFP will be in effect October 1, 2021 through September 30, 2024, subject to available funding. Contract is renewable upon mutual agreement.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's website for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| Announcement of Request for Proposals | June 4, 2021 |
|--|----------------------------|
| Deadline for Submission of Applications | July 2, 2021 |
| Evaluation, Negotiation and Contract Award | July 6, 2021-Sept 30, 2021 |
| Begin contract work | October 1, 2021 |

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

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

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – 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 RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

Year-Round Shelter Operator RFP

Description: The City of Spokane, through its Community, Housing, and Human Services (CHHS) Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit applications from qualified and experienced organizations/agencies to operate a year-round drop-in shelter with the capability to accommodate day-use, service connection, and overnight needs arising from seasonal weather and emergent environmental needs. The City envisions awarding a three-year contract with options for additional years. Funding for services is based on availability and subject to annual appropriation in the budget. The year-round shelter will serve adult individuals, both men and women, in Spokane experiencing homelessness, and add flexibility to help accommodate needs when system usage surges. This envisioned facility, which will operate at 527 S. Canon Street, has been identified as a priority community need and funding has been identified. The building is equipped with indoor showers, restrooms, and laundry facilities, new HVAC, and paved outside area.

The year-round shelter will serve as a flexible facility to respond to the emergent need for shelter during the winter months, and a day space/outreach center year-around. The facility will also be a primary referral location for the envisioned Regional Bridge Housing facility, projected to come online in the second half of 2021.

The Provider will be responsible for the day-to-day management of two distinct programs:

- Emergency & Seasonal Overnight Shelter. The facility, with a current estimated pandemic capacity of 80 beds, will operate as a seasonal and emergency warming center from approximately November 1 – April 30, with off-season emergency activation ability to respond to community or environmental needs (e.g. a safe air center, extreme heat center, or early or late inclement weather). The winter sheltering will operate 24 hours a day, 7 days a week.

- Year-round Daytime Service Access. The facility will operate as a daytime space for members of our community experiencing homelessness, providing basic amenities such as; (bathroom access, shower access, access to electricity for charging, meals) as well as appropriate outreach services and service connections. As this type of daytime operation is new to our system, the City looks forward to working with qualified applicants to determine an appropriate and sustainable suite of outreach services with resource partners to connect this vulnerable population to needed resources, without duplicating work otherwise provided across our system. The facility has been recently remodeled and has been operating as a 24/7 facility during the COVID response. Some of the envisioned services that this RFP contemplates may be offered include: Coordinated Entry access point, outreach services,

transportation, temporary storage for personal belongings, case management, referrals for single men and women who are homeless and precariously housed.

The selected provider will be expected to:

- Work with community resource providers to coordinate access to, either on-site, virtual, via transportation to a provider location: employment, housing, mental health, substance abuse, and other resources during regularly scheduled times each week.
- Transition individuals into housing or refer identified candidates to the Bridge Housing Program for intensive support services to move them into housing and employment
- Remain in contact and maintain good relationships with other shelter providers to refer those seeking shelter to other locations should usage or other needs require
- Maintain regular and good communication with neighbors and provide 24-hour access to a provider representative who can resolve needs that emerge
- Respond quickly to neighborhood concerns
- Provide 24 hour intake, 7 days a week, and provide a point of contact for real time shelter availability to help community officials direct those in need of service or sheltering space
- Provide usage data at the requested intervals (minimum of daily) using prescribed method and participate fully in providing data via digital data collection tools if requested by the City
- Coordinate media inquiries with the designated City contact

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- 1. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;
- 2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;
- 3. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and

4. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services by responding to the following:

HOMELESS CRISIS RESPONSE

- 1. Identify any key organizational partners and describe how you will collaborate with them to deliver the program and achieve results for the target population. Provide documentation if these are formalized through a Memorandum of Understanding.
- 2. List And describe all relevant experience your organization and partners (if applicable) has operating night-by-night drop-in services, day-use space, coordination of supportive resources, and collecting and gathering data about the population you would be serving.
- 3. Describe how the applicant interfaces with other services/resources to provide a referral network for your clients.
- 4. Describe how the applicant is part of the larger system of services and/or housing resources for people experiencing homelessness.

RACIAL EQUITY AND CLIENT ENGAGEMENT

- 1. What steps has the applicant taken or plans to take in order to establish, develop, or continue policies, practices, and procedures that increase racial equity in the following areas: training, hiring and retention, board development, community engagement and partnerships, and other organizational work. In which areas are the applicant agency's strengths or assets? In which areas does the applicant have room for growth?
- 2. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are disproportionately impacted by homelessness, including efforts related to service design, staffing, outreach and engagement approach, and language. Explain how the applicant agency will make services available to populations disproportionately represented among the homeless population, including racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ youth and adults, and people with limited English proficiency. Please identify any issues or limitations the applicant agency may encounter, and describe how services will be modified to meet the needs of these specific populations.
- 3. How does the applicant ask for and incorporate participant feedback about services into the project design, policies, and/or procedures? Please provide examples.

PROJECT OVERVIEW AND DESCRIPTION

1. Provide a general description of how your successful implementation will address the selected components to meet the clients need.

2. Describe the applicant's safety, emergency, and disaster preparedness protocol, including any plans for response during health outbreaks or other emergencies and how participants are made aware of emergency scenario plans.

- 3. What criteria must participants meet before receiving services?
- 4. What factors would cause someone to be denied entry into the proposed project? And, what steps would your organization take to find alternative shelter space?
- 5. Why would someone experiencing homelessness want to participate in the proposed project?
- 6. What project rules do participants have to follow? And what happens if a participant does not follow the rules?

STAFFING PLAN

- 1. Describe the staffing model for the proposed project.
 - a. What supportive services does your proposal envision being offered and when?
 - b. What is the ratio of direct-service staff to participants?
- 2. What qualifications or qualities are most important when hiring direct-service staff? How do these prepare staff to serve participants?
- 3. Describe the training required of and/or training curriculum offered to project staff (and, if applicable, project volunteers).
- 4. Describe the qualifications/experience of the staff member(s) responsible for financial report preparation, management and submittal.
- 5. How would you staff up quickly and safely to respond to an emergency or disaster, outside of seasonal needs?

SEASONAL SHELTER TECHNICAL QUESTIONS

- 1. If a participant is asked to leave the facility, what steps are taken to ensure they do not exit to an unsheltered environment?
- 2. Will the proposed project have any project entry fees? If so, what are the fees and how much are they? If a participant is unable to pay the entry fees, would they be denied access to housing?
- 3. Services provided should be highly client-driven without pre-determined goals. Describe a project participant's path from the shelter to housing, including how the applicant coordinates care for participants with other service providers and conducts follow-up to make sure referrals are successful.
- 4. Core services that are considered standard "day shelter" services include: meals, case management, supportive services; AA, grief groups, mentoring, wrap around services with referrals to mainstream services and educational resources that transition homeless to

permanent supportive housing solutions as/if appropriate, storage facilities, hygiene, clothing bank and showers. Additional services at the recommendation of the provider will be considered.

- a. Please describe services that the applicant would add to the core services offered at Cannon
- b. How will these services benefit the clients?

PROJECT PERFORMANCE AND EVALUATION

- Applicants are required to continuously monitor the effectiveness, efficiency, relevance, and sustainability of their projects through targeted and feasible performance evaluations. Please outline a plan that details how the applicant will continually ensure that project performance meets or exceeds the standards for the performance measures outlined by the City of Spokane as provider expectations. The plan should address the following: the applicant's prior experience with the intervention type, project, and/or client population and the involvement/empowerment of clients in project design, evaluation and/or decision-making, volunteering, mentoring others, etc.
- 2. How does the applicant ensure quality data collection, data entry, and reporting for homeless services programs in the Community Management Information System (CMIS)? If the proposed project is not currently participating in CMIS, describe the applicant's plan for increasing the applicant's capacity to quickly fully collect and enter data. Describe any factors that may affect the quality of the proposed project's CMIS data during the award period.
- 3. Please describe the applicant's experience with long-term performance measurement and change. Provide an example of program change the applicant has made that was informed by data. Describe briefly (a) how the problem was identified, (b) what steps were taken to make the improvement, and (c) the measurable impacts of these changes. The example may come from the CMIS as well as other sources of data such as participant feedback and staff observations. If possible, provide examples that show how you use different kinds of data.
- 4. Please describe what technical assistance may be needed for successful implementation of the deliverables indicated in this RFP?

3.4 COST PROPOSAL

Applicants will be required to complete and submit a Detailed Budget Workbook which outlines the total annual budget for the 12 months of operations of the proposed project (inclusive of all funding sources). The Detailed Budget Workbook must have an accompanying budget narrative and justification that provides, in detail, the total amount for implementation of the project your organization is proposing. If multiple agencies will be partnering on this proposal, provide a cost breakdown of the expenses that will be incurred by each individual agency.

1. Does the applicant have other committed sources of funding that will support the sustainability of this program? If so, please detail the source and the terms for when the funds will be available for this project.

- 2. Describe what the applicant is doing to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.
- 3. In a budget narrative below, please explain how the requested funds will be used to support the participants served by this project. For each line item listed with a dollar figure (except expense category subtotals), provide a brief narrative detailing: (a) how the item relates to the proposed service and (b) the method used to determine the cost. The budget narrative should be laid out in the same format relative to the budget categories as provided in the budget worksheet and provide information regarding the basis of estimation for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, and vendor quotes, etc.).
- 4. If the budget includes indirect costs, please provide an explanation of the proposed indirect cost method.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically by emailing completed responses to <u>chhsrfp@spokanecity.org</u> before the due date and time. Hard paper or faxed copies will not be accepted. <u>Late Proposals shall not be accepted.</u>

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

| MANAGEMENT PROPOSAL – 70% | | 70 points |
|--------------------------------------|---------------------|------------|
| Overall proposal | 10 Points (Maximum) | |
| Homeless crisis response | 10 Points (Maximum) | |
| Racial Equity and Client Engagement | 10 Points (Maximum) | |
| Project Overview and Description | 10 Points (Maximum) | |
| Staffing Plan | 10 Points (Maximum) | |
| Seasonal Shelter Technical Questions | 10 Points (Maximum) | |
| Project Performance and Evaluation | 10 Points (Maximum) | |
| COST PROPOSAL – 30% | 30 Points (Maximum) | 30 points |
| GRAND TOTAL FOR WRITTEN PROPOSAL | | 100 POINTS |

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria agency. Contract is optional (non-exclusive) use.

5. GRANT REQUIREMENTS

Initial project funding does not include state or federal grants, however the City reserves the right to amend any contract resulting from this RFP to align with possible grant funding terms and conditions.

6. RFP ATTACHMENTS

Attachments are not applicable to this RFP.

ATTACHMENT A

REQUEST FOR PROPOSAL - TERMS AND CONDITIONS

1. 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 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted to the City of Spokane's website.

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

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

7. 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 Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. 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.

13. 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.

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

16. LIABILITY

The Firm 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 Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

17. INSURANCE COVERAGE

During the term of the contract, the Firm 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; and
- 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 Firm'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 three (3) 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 forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm 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, 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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.