



City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201-3316

(509) 625-6400

REQUEST FOR PROPOSALS

<p>RFP TITLE: Operating for Regional Flex Capacity Shelter and Oversight Entity for Supportive Services Network Center</p> <p>SHELTER OPERATOR NAME:</p>	<p>PROPOSAL DUE DATE: March 24, 2022, by 5:00PM</p> <p><u>Proposal Submittal Method:</u> All Proposals shall be submitted electronically by email to chsrfp@spokanecity.org before the due date and time.</p>
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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 chhsrfp@spokanecity.org. 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 negotiated and subject to available funding. It is anticipated this will be a multi-year contract that 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. However, the City will provide any addenda to organizations who request addenda or submit a response to this RFP.

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	March 10, 2022
Deadline for Submission of Applications	March 24, 2022
Evaluation, Negotiation and Contract Award	April 15, 2022
Begin Contract Work	April 18, 2022

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

Regional Flex Capacity 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 provide for and operate a regional flex capacity shelter, which will include activations per the criteria set out in the Spokane Municipal Code (SMC) 18.05.020 with the capability to accommodate day-use, service connection, and overnight needs arising from seasonal weather and emergent environmental needs in accordance with the Center for Disease Control and Spokane Regional Health District guidelines. The City envisions awarding a multi-year contract whose terms, conditions and specifics are to be negotiated. Funding for services is based on availability and subject to annual appropriation in the budget. The space when activated at the City’s discretion will serve multiple constituencies including young adults, men, women, families, and veterans in Spokane experiencing homelessness, and will add flexibility to help accommodate needs when system usage surges. This envisioned facility, which will operate at TBD Location with approximately 32,500 sq. ft., has been identified as a priority community need. As soon as it is available the City will schedule walkthroughs of the property with eligible applicants.

The facility, when activated per SMC 18.05.020, will serve as a flexible facility to respond as most appropriate during inclement weather during winter months (“warming center space”); during inclement weather during extreme heat in the summer months (“cooling center space”); and during situations where the regional air quality index (AQI) indicates hazardous conditions for human health (“safer air center space”). The facility will also be a primary referral location for the coordinated entry system, provider referrals, street outreach referrals to more permanent shelter locations.

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

- **Temporary Overnight Shelter.** The facility, with a current estimated daily usage of 250 beds with surge capacity as needed, will operate as a nightly shelter with off-season emergency activation ability to respond to community or environmental needs (e.g., a safer air center, cooling center, or early/late inclement weather center). When the temporary shelter is activated, the shelter will operate 24 hours a day, 7 days a week.
- **Daytime Service Access.** The facility will operate as a daytime space for members of our community, providing basic amenities such as bathroom access, shower access, access to electricity for charging, meals and wrap-around service outreach connections. Some of the envisioned services include, but may not be limited to, Coordinated Entry access point, outreach services, transportation, temporary storage for personal belongings, case management, and referrals for homeless and precariously housed.

The selected provider will be expected to:

- Work with community resource providers to coordinate access to, either on-site, virtual, or via the selected provider's transportation mechanism to other service provider locations: employment, housing, mental health, substance abuse, job training, education, and other resources during regularly scheduled times each week.
- Maintain regular and solution-oriented communication with neighbors and provide 24-hour access to a provider representative to serve as the initial point of contact to resolve needs that emerge.
- Respond to neighborhood concerns within 24 hours of outreach from neighbors.
- When the temporary flex capacity shelter is operational it will 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 daily using prescribed method and participate fully in providing data via digital data collection tools if requested by the City.
- Coordinate media inquiries through the designated City contact.
- Contract with other entities for certain services (e.g., portable toilets & servicing, hand washing stations & servicing, meal services, shower stations, internet services).
- Provide 24/7 security to the facility and surrounding perimeter to mitigate impacts and ensure safety of the guests and staff of the shelter facility.
- Work collaboratively with the City on any additional neighborhood engagement, mitigation and abatement considerations.

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. Collaboration and proposal partnerships are encouraged.

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 subconsultants:

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 clearly addressing the following criteria:

TEMPORARY FLEX CAPACITY RESPONSE

1. Identify all *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 this work with key organizational partners is formalized through a Memorandum of Understanding.
2. List and describe all relevant experience your organization and partners (if applicable) has operating (a) night-by-night drop-in services, (b) day-use space, (C) coordination of supportive resources, and (d) collecting and gathering data about the population you would be serving.
3. Describe how your organization interfaces with other services/resources to provide a referral network for your clients.
4. Describe how your organization is part of the larger system of services and/or housing resources for people experiencing homelessness.
5. Describe how your organization/collaboration intends to partner with the City to support its efforts grow regional homelessness resources.

RACIAL EQUITY AND CLIENT ENGAGEMENT

1. Describe the steps has the applicant(s) taken (or plans to take) in order to establish, develop, or to 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.
2. Describe the areas which represent the applicant organization's/partnership's strengths or assets, and describe the areas in which the applicant organization has room for growth?
3. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are disproportionately impacted by homelessness. Include efforts related to service design, staffing, outreach and engagement approach, and language access.
4. Explain how the applicant agency/partnership 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-language proficiency.
5. Identify any issues or limitations the applicant agency/partnership may encounter in attempting to make services available to such populations and describe how services will be modified to meet the needs of these specific populations.
6. Describe how the applicant organization/partnership gathers and incorporates 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 organization's/partnership's successful implementation will address the selected components to meet the clients need including how quickly your organization can operationalize during temporary flex capacity activation and how quickly your organization and demobilize at the end of the activation. Describe your organization's safety, emergency, and disaster preparedness protocol, including any plans for response during communicable infectious disease outbreaks or other emergencies and how participants are made aware of emergency scenario plans ahead of and during emergencies.
2. Describe what criteria must participants meet before receiving services.
3. Describe the project rules that all participants must follow.
4. Describe how you publicly post and articulate the rules of entry and participation for all participants.
5. Describe which factors would cause someone to be denied entry into the proposed project.
6. Describe the process for addressing situations where participants don't follow the established rules for entry/participation.
7. If someone were to be denied entry to the proposed project (or had their entry revoked), describe the steps would your organization take to link the individual to alternative shelter space.
8. Describe the grievance process available if a person feels they have been wrongly denied services.

STAFFING PLAN

1. Describe the staffing model for the proposed project.
 - a. Outline which supportive services your organization/partnership envisions being offered to participants and when.
 - b. Outline the ratio of direct-service staff to participants and describe how you will maintain that level of staffing at all times, including provisions for when experiencing high staff outages.
2. Describe the qualifications or qualities that are most important to your organization/partnership when hiring direct-service staff.
 - a. Articulate how you think the qualifications or qualities that you listed prepare staff to serve participants?
3. Describe the training required of potential project staff.
4. Describe the training curriculum offered to hired project staff (and, if applicable, project volunteers).
5. Describe the qualifications/experience of the staff member(s) responsible for financial report preparation, management and submittal.
6. Explain how your organization would staff up/mobilize quickly and safely to respond to an emergency or disaster, during times when the program/shelter is not currently activated.

TEMPORARY SHELTER TECHNICAL QUESTIONS (This needs to be redone)

1. Describe how you will refer a project participant from the temporary warming shelter to other housing, including permanent shelter facilities, transitional housing, and PSH. Please address how you will coordinate with the existing coordinated entry system. Please include any relevant MOUs with other service providers
2. Describe how the provider coordinates and tracks care referrals and connections for participants with other service providers like health care, mental health, job resources etc.
3. Please describe how you will implement and manage core services including access to restrooms (toilets), daily meal distribution, 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 resources, clothing banks and showers. Additional services at the recommendation of the provider will be considered.

Describe how your organization/partnership intends to offer each of the core services listed below.

- a. Isolation & quarantine space for infectious communicable diseases
- b. Meal provision two times per day
 - Provide a list of all potential meal contract organizations that the provider intends to work with, to include information about cost per meal, and a copy of nutritional information.
- c. Restroom access: portable outdoor toilets
- d. Restroom access: hand washing stations

- e. Case management services'
- f. Internet services (for use by the provider organization and by program participants/shelter guests)
- g. Personal hygiene resources (i.e., toothbrushes, toothpaste, feminine hygiene products, personal wipes)
- h. Temporary storage for non-prohibited personal items (i.e., backpacks, bikes, carts)
 - Describe the storage process for such items, and how the items will be secured/monitored.
 - Describe how participants go about retrieving their personal items that have been temporarily stored.
- i. Wrap around services, i.e., mental health, drug addiction, job training, education offered by the provider and any/all subcontracted areas. This includes Medicaid eligible services.

PROJECT PERFORMANCE AND EVALUATION

Applicant organizations are required to continuously monitor the effectiveness, efficiency, relevance, and sustainability of their projects through targeted and feasible performance evaluations.

1. **Outline a plan that details how the applicant organization/partnership will continually ensure that project performance meets or exceeds the performance standards** as outlined by the City of Spokane in Appendix 1A.
2. The plan should address the following:
 - Explain your organization's prior experience with the program type, project, and/or client population
 - Describe how your organization has involved clients input into project/program design, evaluation and/or decision-making.
3. Describe how your organization will ensure quality data collection, data entry, and reporting for homeless services programs in the Community Management Information System (CMIS).
4. Describe your organization's experience with ~~long term~~ performance measurement and change.
 - Provide an example of program change the applicant organization implemented in response to data collected. Describe briefly (a) how the problem was identified through data collection, (b) what steps were taken to make the change/improvement, and (c) what the measurable impacts of these changes were. 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.
5. 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 a composite annual budget for the temporary flex capacity shelter, wrap around services coordination and any additional administrative oversight. The budget will need to clearly distinguish the three areas and all total into the overall budget amount. A separate tab will need to show the annual budget in a monthly view across a full year. (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. Describe if the applicant organization has other committed sources of funding that will support the sustainability of this program. Please detail the source and the terms for when the funds will be available for this project, if any.
2. Describe what the applicant organization is doing to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.
3. If the budget includes indirect costs, please provide an explanation of the proposed indirect cost method.

* Please note reimbursement for the annual budget in monthly allotments will be associated with submitted metric performance reports.

BUDGET NARRATIVE

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
- 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. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

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

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:

Item Description	Total Points available for each item	Category points summary
MANAGEMENT PROPOSAL (70%) <ul style="list-style-type: none"> • Overall proposal • Temporary Flex Shelter response • Racial Equity and Client Engagement • Project Overview and Description • Staffing Plan • • Project Performance and Evaluation 	15 Points (Maximum) 20 Points (Maximum) 10 Points (Maximum) 15 Points (Maximum) 10 Points (Maximum) 10 Points (Maximum)	80 points
COST PROPOSAL (30%)	20 Points (Maximum)	20 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, including awards to multiple applicants. 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. 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

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ATTACHMENT 1: 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 <http://bls.dor.wa.gov> 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 \$1,500,000 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. Ensuring 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.

APPENDIX A: Outcome Metric Performance Reporting

Metric No.	Description	Daily count of persons served							Weekly count of persons served
1	Total unduplicated bed nights								
2	Connected to treatment resources								
3	Connected to employment resources								
4	Referred to other shelter housing								
5	Meals served								
6	First Responder service calls								
7	911 and/or Crime Check calls								
8	Narcan administered								
9	Discharged for behavior								
10	Permanently barred from entry								

APPENDIX B: Demographic questions to be asked at entry

How long have you been in Spokane?

What brought you to Spokane?

Where is your nearest family member?

Where did you attend high school?

APPENDIX C: Customer service questions to be asked at entry

What services do you need most?

Why did you choose this shelter?

What is missing from the current shelter system?