



CITY OF SPOKANE – Accounting/Grants
808 W. Spokane Falls Blvd.
Spokane, Washington
accountinggrantsadmin@spokanecity.org

2024 NOTICE OF FUNDING AVAILABILITY

American Rescue Plan Act *Childcare Center Capital*

<p><u>NOFA TITLE:</u> Childcare Center Capital</p> <p><u>NOFA COORDINATORS:</u> Caleb Stanton</p> <p><u>PRE-SUBMITTAL MEETING:</u> None</p>	<p><u>Proposal Submittal:</u></p> <p>All applications shall be submitted electronically through the City of Spokane Neighborly portal before the due date and time.</p>
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1. GENERAL INFORMATION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Accounting and Grants Department (hereinafter “City”), is initiating this Notice of Funding Availability (NOFA) to solicit applications from Childcare Organizations that have the capacity to expand services for nontraditional childcare hours. This program’s purpose is to provide last-in capital dollars to assist in a construction project or expansion of an existing facility. This construction must result in and/or expand services of nontraditional childcare hours. Qualifying organizations should meet the following parameters:

- Demonstrate need to carry out a capital project for expanded services.
- Demonstrated unmet need of target clientele.
- Demonstrated history of serving members of historically marginalized communities.
- Demonstrate fiscal responsibility through policy and procedures.
- Demonstrate the ability to complete the proposed project budget by 9/30/2026.

This Notice of Funding of Availability will award a grant up to \$500,000 to provide “last dollars” *(see **definition in section 1.2**) of a construction project. This project should be made through a competitive bid process. These dollars may not be used as a federal match to a project, they are intended to be last dollars needed to complete a project or expansion.

1.2 DEFINITIONS

Definitions for the purposes of this NOFA include:

Applicant - Individual or company who is seeking funding and has been selected for an award by the City and award is fully executed by a written contract.

ARPA - American Rescue Plan Act, ARPA was signed into law on March 11, 2021, to provide additional financial relief in the wake of the COVID-19 pandemic. ARPA includes a significant amount of “Coronavirus State and Local Fiscal Recovery Funds” (SLFRF) for state and local governments to use over a period of several years.

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

Capital Project - A long-term, capital-intensive investment to build, add to, or improve a capital asset, for this NOFA we are talking about a building.

Debarred – Excluded from Federal procurement and non-procurement programs throughout the U.S Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. The SAM system combines data from the Central Contractor Registration, Federal Register, Online Representation and Certification Applications, and the Excluded Parties List System.

Last-in Dollars – Capital funding needed to finish a capital project in its entirety. A project can be funded, in part, by this award, if there are no additional funds needed to complete the project.

NOFA – Notice of Funding Availability

Nontraditional hours- Hours before 6:00am, and after 6:00pm, also including weekends, and holidays.

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

Reimbursement Only – Grants that are paid out only after your organization has spent the money for an initiative upfront. (i.e. the funder reimburses you for the cost you have already incurred).

1.3 COMMUNICATION

All communication between the Proposer and the City shall be submitted by email to accountinggrantsadmin@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 ARPA website for this information.

1.4 MINIMUM QUALIFICATIONS

Eligible Applicants Include:

- A Childcare organization
- Organization must be located and registered in the City limits of Spokane
- Proposed construction or expansion must be in the City limits of Spokane
- Be a Public or Private non-profit organization or,
- Be a Private for-profit organization
- Must follow the City of Spokane Procurement

These ARPA funds are reimbursement only. Applicants must have the capacity to pay upfront costs before funds are reimbursed by the City. Additionally, applicants must be able to demonstrate the legal, financial, and programmatic ability to administer the proposed project and meet the City contracting requirements, such as: insurance thresholds, audit and financial requirements, and business licensing requirements. As well as possess an active Unique Entity ID (generated by SAM.gov) and not debarred. See Agreement Terms section and the guidelines specific to ARPA/Federal programs.

Please note: 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 contracts of agreements that may result from the NOFA 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 by a person with disabilities.

1.5 CONTRACT PERIOD

Any contract resulting from this NOFA will be negotiated and subject to available funding. It is anticipated this will be a multi-year contract based on the completion date of the construction project in progress. Funds must be contracted before 12/31/24 for project completion date prior to 09/30/26.

1.6 ADDENDA

It is the responsibility of Applicants to check the City of Spokane’s website for Addenda or other additional information that may be posted regarding this NOFA. However, the City will provide any addenda to organizations who request addenda or submit a response to this NOFA. The City will not provide individual notice of changes; and applicants are responsible for regularly checking the City of Spokane’s website for answers to questions, process updates, clarifications, or amendments. The City will not pay for any costs the organization may incur while they are preparing their proposal, providing information requested by the City, or participating in the selection process.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this NOFA are included herein by reference and attached to this NOFA in the certification section of the proposal.

1.8 ESTIMATED SCHEDULE

Public Workshop	August 27 th 2024
Notice of Funding Availability Application Opens	August 26 th 2024
Deadline for Questions	September 16 th 2024
Application Deadline	September 20 th 2024, 5pm
Notification of Award	October 9 th 2024

*The City reserves the right to revise the above schedule.

1.9 FUNDING

This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a Project Proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027.

2. SCOPE OF SERVICES

The City is initiating this Notice of Funding Availability (NOFA) to solicit applications from qualified and experienced childcare organizations/agencies for a capital project within the City limits of Spokane. This funding is intended to provide last in dollars for the construction of a childcare facility that results in the ability to offer nontraditional hours of operation.

3. APPLICATION CONTENTS

3.1 APPLICATION

Applications shall be clear, concise, and have all proper documentation in order. All applications shall be submitted electronically through the City of Spokane [Neighborly](#) portal. Application shall be signed and dated by a person authorized to legally bind the organization to a contractual relationship.

3.2 ORGANIZATION INFORMATION

Include the following information about the organization and any proposed sub-consultants: Include the following information about the organization and any proposed sub-consultants:

- Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- Identification of any current or former employees from the participating Agencies employed by or on the applicants governing board as of the date of the application or during the previous twelve (12) months.
- Acknowledgement that the organization will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the Agencies.

3.3 MANAGEMENT PROPOSAL

Application 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:

MANAGEMENT RESPONSE

1. A brief history of the applying organization's programs and accomplishments as they pertain to its ability to accomplish the objectives in this grant application.
2. What makes your organization the most qualified for selection?
3. What constraints, limitations or restrictions will impact the project performance?

RACIAL EQUITY AND CLIENT ENGAGEMENT

1. Describe the steps the applicant(s) have taken (or plans to take) in order to establish, develop, or to continue policies, practices, and procedures that increase racial and social equity in the following areas: training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.
2. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are typically not able to respond to formal NOFAs. Include efforts related to service design, staffing, outreach and engagement approach, and language access.
3. How will the applicant accommodate and make adjustments in response to under-represented populations and what systems are in place (or will be) to track this data?

The City of Spokane is committed to equitably and effectively utilizing ARPA resources to help our community bounce back as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequalities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.

PROGRAM OVERVIEW AND EVALUATION

1. Briefly describe the capital project and/or the planned expansion (include site location).
2. How will your project expand culturally appropriate childcare during nontraditional hours?

3. Provide a measurable goal that will be used to determine the success and impact of this capital project. Specifically define outcomes of this goal and how it could be measured.
4. Provide a detailed timeline for the capital project, has this construction started?
5. How has your organization involved participants input into capital project and program design, evaluation, and/or decision-making.

STAFFING PLAN

1. Do you currently have staff dedicated to managing grant funding, what is your organizations experience and what is the plan to manage this federal funding?
2. Describe the existing staffing model for your organization.
3. Describe the staffing model for the proposed capital project.

3.5 COST PROPOSAL

Applicants will be required to complete and submit a **Detailed Budget** which outlines the budget for the capital project. The detailed budget must have an accompanying **Budget Narrative** that explains how to budget was made (method to determine costs) and what expenses are paid vs unpaid. 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. How much funding are you requesting? (Max \$500,000)
2. Budget Narrative: Explain the budget, what method was used to determine costs, what expenses are paid vs unpaid?
3. This grant is intended to be last-in capital dollars, if awarded will these funds be the last funds needed to complete the capital project?
4. Outline all other committed sources of funding, specify if funds are from state, federal, or private funding sources. Please detail any special terms/timelines for each funding source.
5. Does your organization have upfront funds available for this project? How many months of funding for this project do you have or anticipate having? Please note: This grant is reimbursement only funding, meaning that you will need the upfront funds to pay for services before the grant funds are paid to you. (Monthly draws are possible if proper documentation is provided.)

4. APPLICATION SUBMISSION AND EVALUATION

4.1 SUBMISSION OF APPLICATIONS

Applications shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. All applications shall be submitted electronically through the City of Spokane's online procurement system portal: [Neighborly](#) before the due date and time. **Hard paper e-mailed or faxed copies will not be accepted. Late applications shall not be accepted.** Applicants

must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Register email address
2. Verify email address
3. Log in
4. Select Notice of Funding Available
5. Fill out required application and supply required documents
6. Certify application
7. Submit Application.

*Once an application is submitted it is final, no revisions or edits can be made.

4.2 EVALUATION PROCEDURE

Responsive applications to this NOFA 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 organizations as finalists for an oral presentation and evaluation. The NOFA Coordinator may contact the organization for clarification of any portion of the organization’s proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

SCORING DESCRIPTIONS	TOTAL POINTS EARNED	TOTAL POINTS AVAILABLE
MANAGEMENT PROPOSAL – 70% <ul style="list-style-type: none"> • Management Response – 15 pts • Racial Equity and Client Engagement – 15 pts • Program Overview and Evaluation – 25 pts • Staffing Plan – 15 pts 	70 Points (Maximum)	70 points
COST PROPOSAL –25%	25 Points (Maximum)	25 points
FEDERAL FUNDING – 5% <ul style="list-style-type: none"> • Capital project has been awarded other federal funds – 5pts 	5 points (Maximum)	5 points
GRAND TOTAL FOR WRITTEN PROPOSAL		100 POINTS

4.4 RISK ASSESSMENT

Applicants are required to complete the risk assessment questions. Because of the sensitive timeline of these ARPA funds the City of Spokane will disqualify any high-risk applicants and may disqualify any or all medium risk level applicants if it is uncertain that funds will be spent within the given timeline. Additionally, applicants must provide requested documents, or the question will be considered incomplete and scored accordingly.

Section A – Administrative

1. Does your organization have experience administering federal awards within the past two years? If yes, please specify the program name, and amount of federal award.
2. Has your organization ever had a government contract/project/agreement terminated? If yes, please explain.
3. Has your organization had any known or suspected fraud or conflicts of interest potentially affecting federal awards? If yes, please explain.
4. Does your organization have or previously had a lawsuit(s) filed against them? If yes, list all pending and/or previous lawsuits with detailed information regarding who filed the lawsuit, the reason for filing and the final judgement rendered.
5. How many years has your organization been in operation?
6. Does your organization employ a CPA or someone with at least 5 years of relevant financial recordkeeping experience? (excluding tax preparation)

Section B – Prior Audits and Experience

1. Please attach a copy of your latest financial statements, include Statement of financial position (balance sheet) and statement of activity (income statement).
2. Does your organization receive an independent review / audit of its financial statements? If yes, please attach latest audit report. If no, please explain.
3. In *financial statement* audits for the last two years, did the applicant:
 - a. Receive an adverse opinion or a disclaimer of opinion?
 - b. Have any significant deficiencies or material weaknesses in internal control over financial reporting? If yes, please attach audit report(s) and explain.
4. In Single Audits of *federal programs for the past two years*, were there any findings? If yes, please attach audit report(s).
5. Can your organization provide an example of any similar successfully completed projects? If yes write program name.
6. Do any staff have relevant certifications or accreditations? If yes name staff member and accreditation.

Section C – Internal Controls & Policies/Procedures

7. Do you have documented internal control policies and procedures? If yes please provide.
8. Can you provide policies related to financial management, procurement, and reporting? If yes please provide.
9. Does your organization financial management system:
 - a. Track and record expenditures of program funds separately for each award?
 - b. Track and record time and effort for employees?
10. Has your organization had turnover in the last 12 months in key fiscal personnel responsible for internal controls compliance and fiscal reporting? If yes, please explain.

Scoring rubric: In calculating the total score you multiply the weight by assigned 0 low risk, 1 medium risk, or 2 high risk.

CRITERIA	LOW RISK (0)	MED RISK (1)	HIGH RISK (2)	WEIGHT
ADMINISTRATIVE ASSESSMENT				
Question 1	Substantial experience >\$250k in federal funds	Moderate experience between \$50k and \$250K	Less than \$45k in federal awards	2
Question 2	No terminations	Terminations with accepted explanation	Terminations indicating prior issues in mgmt of federal funds	2
Question 3	No existing reported	Potential for conflict-of-interest through shared associations.	Personal or relative-owned business; prior fraud history	2
Question 4	None reported	Unrelated; insured; positive outcome	Lawsuit which poses financial threat or is related to program service delivery	1
Question 5	Mature (> 10 years); government agency (cooperative agreement)	Between 2 and 10 years of history	Start up (less than 2 years)	3
Question 6	Yes	Relevant experience	No	2
PRIOR AUDITS & MONITORING				
Question 8/9	Annual audit with clean opinion	Review only with clean report	No audit/ review performed	2
Question 10	Single audit performed; no findings	Has third-party financial audit	No audit performed or findings	2
Question 11	Multiple provided	One provided	None provided	2
Question 12	Relevant certifications	Some certifications	No certifications	2
INTERNAL CONTROLS & POLICIES/PROCEDURES				
Question 13	Yes		No	3
Question 14	All provided	Some provided	Not provided	3
Question 15a	System meets approval	System less qualified to handle large amounts of federal money or complex budgets	Adequate system not in place or systems are new.	2
Question 15b	System meets approval	System may be adequate but requires further evaluation or monthly review	System is proven to tract time and effort allocation to the award	2
Question 16	No	Some but with replacement by personnel with appropriate experience and background.	Yes	2
FINANCIAL ASSESSMENT				
Does your organization have adequate cash to pay its bills?				
<i>*Any Financial Concerns is the last two years</i>	No financial concerns	Single resolved financial concern.	One or more Financial concerns in the last year	2
<i>*Year over year revenue growth</i>	Revenue growth	No Revenue Growth	Revenue declines with no new programs/	2
<i>*Is debt growing or declining</i>	No line of credit or other operating debt noted	Line of Credit is consistent and at	Growth in line of credit or other operating debt	2

		reasonable level related to fund balance/ cash		
*How many months of operating expenses do you have one hand?	No line of credit or other operating debt noted	Line of Credit is consistent and at reasonable level related to fund balance/ cash	Growth in line of credit or other operating debt	2
Expense to Revenue Ratio *Total Expenses/Total Revenue	Ratio at or below .84	Ratio .85 to.99	Ratio 1.0 or higher	2
Concerns with provided financial statements. *Incomplete, inaccurate, unknown expense	Nothing abnormal or unusual	Small errors or concern	Incomplete, inaccurate financials	3

Risk Level is assigned as follows:

Low 0-23: Desk monitoring and quarterly meetings.

Medium: >23 to 45: Desk monitoring with on-site visit, monthly meetings.

High >45: High risk applicants will be disqualified for this funding.

4.5 AWARD/REJECTION OF APPLICATION

This NOFA 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 Application. Failure to comply with any part of the NOFA may result in rejection of Application 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 NOFA. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal in the application.

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

5. GRANT REQUIREMENTS

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms and Conditions accompanying this NOFA. Attachment 1.

6. NOFA ATTACHMENTS

ATTACHMENT 1: 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 Business or the Business'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 Business 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 Business and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE NOFA

In the event it becomes necessary to revise any part of this NOFA or provide any other pertinent information, it shall be posted to the City of Spokane's website. The City also reserves the right to cancel or reissue the NOFA 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 NOFA, in conduct of a presentation, or any other activities related to responding to this NOFA

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 \$1,000,000 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. 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.

