



Housing and Homeless Services Department (HHS)

REQUEST FOR PROPOSALS

2027 INCLEMENT WEATHER



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REQUEST FOR PROPOSALS

The Housing and Homeless Services (HHS) Department is pleased to announce a Request for Proposals (RFP) for Inclement Weather Surge Capacity in the City of Spokane for 2027.

The total available for this RFP is approximately \$1,000,000 for the 2027 calendar year. The Housing and Homeless Services department is budgeted \$1 million per year of local funds for inclement weather services. As such, the City is seeking applications from homeless service providers for cost effective strategies to ensure shelter beds and resources are available for unhoused individuals in the community during extreme weather events.

The City intends to contract with providers who have existing overnight staffing and are serving similar populations, to provide a minimum of 10 low barrier beds per location during inclement weather events in compliance with SMC 02.04.045 which in summary means activation of beds in the following conditions:

- Any days during which the wind chill is forecasted by the National Weather Service (Spokane) to be thirty-two (32) degrees Fahrenheit or lower.
- Any days during which the heat index is predicted by the National Weather Service to be 95 (ninety-five) degrees Fahrenheit or higher for two (2) consecutive days or more.
 - **NOTE:** For activations due to heat index, overnight shelter beds are only activated if the *overnight* heat index is predicted to remain above 95 degrees, otherwise daytime space(s) will be the focus of heat index activation.
- Any day when the Spokane Regional Clean Air Agency forecasts the current air quality index to reach 201 or higher.
- Any day in which an extreme storm or weather condition exists or is predicted to occur and which, in the determination of the Mayor or the Mayor's designee, poses a severe threat to the health or safety of vulnerable and unsheltered individuals and families in the city of Spokane.

Inclement Weather Activation & Expectations

- Starting January 1, 2027, HHS staff will check the National Weather Service for weather updates. Should activation be required the following will take place:
 - HHS staff will email inclement weather providers as soon as possible that we are activating (ideally, no later than 12:00 pm (noon) on the day of activation, though this is subject to change as weather conditions can change unexpectedly).
 - HHS will provide email notification to (at minimum) the groups listed below regarding activation status, including details of where beds are located and how to connect those in need with the providers:
 - The Homeless Coalition
 - 311
 - The City of Spokane Communications Department
 - Spokane Police and Fire Departments
 - Other critical partners and providers
- It is possible based on NWS predictions that we would initiate an activation lasting several days, particularly during cold weather or wildfire smoke events.
 - In this circumstance, HHS staff will monitor the daily temperatures or AQI and notify inclement weather providers as well as the above-mentioned groups, to de-activate beds should temperatures or AQI not fall within the activation criteria as predicted. HHS staff will send the email notification to de-activate as soon as possible (ideally, no later than 12:00 pm (noon) on the day of de-activation though this is subject to change as weather conditions can change unexpectedly).
- HHS Staff will also update the Banner Alert shown at the top of the <https://sheltermespokane.org/> homepage to reflect the current activation status for community awareness.
- Providers of inclement weather beds are required to update bed availability in <https://sheltermespokane.org/> at a minimum, once per day of activation, by 8:00 pm to ensure accurate information for the public.
- Providers of inclement weather beds are expected to utilize HMIS by enrolling clients seeking inclement weather beds into the provider's inclement weather bed project and enter an Inclement Weather Bed Check-In for each night the client utilizes an inclement weather bed.

- HHS Staff will send an email notification at the beginning of each month with a summary of all the days that were activated the month prior so providers can ensure the data is reflected correctly in HMIS; Providers are expected to submit an HMIS report of all Inclement Weather Bed Check-Ins with each monthly invoice and the number of check-ins must match what's billed on the invoice.
- Providers with existing emergency shelter projects must fill their "regular" emergency shelter beds *first* before utilizing inclement weather beds (unless alternative arrangements have been discussed with HHS and are explicitly outlined in their contract).

These contracts are anticipated to fund flat rate fee for service nightly rates and as such, we are requesting only those with existing infrastructure and services submit responses to this RFP. Funding required for standup/new shelter centers for emergent weather is not viable. Seeking expanded capacity in existing programs is intended to be cost effective, draw upon local partner expertise, and request the community support the broad needs of inclement weather response.

Please note facilities are not required to be existing emergency shelters; any program serving homeless or formerly homeless individuals and families with appropriate space and existing overnight staffing are encouraged to submit an application.

The City will:

- Fund per bed rates between \$55-\$75 per bed per night.
 - Applicants will need to justify the cost per bed at a rate comparable to existing shelter bed contracts and at a proportional cost of existing expenses, if already providing services; please include a Detailed Budget which outlines how the cost per bed rate was determined. A Budget Narrative should accompany the Detailed Budget, explaining how the budget was made (method to determine costs).
 - Applicants not currently providing shelter services will need to justify the cost per bed rate as a proportional cost of existing expenses; please include a Detailed Budget which outlines how the cost per bed rate was determined. A Budget Narrative should accompany the Detailed Budget, explaining how the budget was made (method to determine costs).
- Consider one-time startup costs associated with surge capacity as part of the funding decisions and will fund those separate from the fee for service per night rate. These startup costs may include mattresses, linens, pillows, etc.
- These costs can include relative portions of the following eligible expense categories in accordance with the [Consolidated Homeless Grant \(CHG\) Guidelines](#):
 - Administration
 - Operations
 - Facility Support (including supplies)

Providers should rely on the [Consolidated Homeless Grant \(CHG\) Guidelines](#), as published by the Washington State Department of Commerce, which expands on the allowable costs above.

The City will prioritize providers that can:

- Provide 10+ additional beds during inclement weather, max surge capacity will be determined on a site- by-site basis in partnership with provider; and
- Can support transportation needs of clients accessing surge capacity; and
- Have experience with emergency shelter operations; and
- Prioritize applications serving families and adult households without children. Based on current shelter utilization data for youth and young adult (YYA) shelters, we do not anticipate needing additional space to meet the needs of this subpopulation. The City reserves the right to add YYA space should shelter utilization data indicate an unmet need as we progress through the 2027 calendar year.

All applications must respond to the questions as outlined on Page 14 of this RFP. Incomplete applications will not be forwarded to the Human Services RFP Committee.

SCORING DETAILS

The Human Services RFP Committee will base their scoring on the most cost-effective applications. As noted above, the City currently has \$1,000,000 to invest over the course of one year for inclement weather sheltering. This includes

extreme heat or cold, poor air quality conditions (including from wildfire smoke), and extreme weather events.

The RFP Committee will, out of the \$1,000,000, fund households with minor children at a minimum of 30%. The City has a right to modify these percentages at any time and will update the Community accordingly should this occur.

RFP CONTACT

Questions related to this funding notice should be directed to the Housing and Homeless Services Department.

- General HHS Department Email - chhsrfp@spokanecity.org
- Paradis Pourzanjani, *Program Professional* – ppourzanjani@spokanecity.org

PROPOSED TIMELINE

Date	Activity
July 15, 2026	RFP published and announced
July 20, 2026	All questions regarding RFP submitted to HHS by 8:00 PM
July 22, 2026	FAQ posted to HHS website answering all received questions
August 16, 2026	Applications DUE by 8:00 PM. Late submittals will not be accepted. Applications can only be submitted by emailing the completed application to chhsrfp@spokanecity.org
August 18, 2026 – September 1, 2026	Applications reviewed and scored by the Human Services Committee
September 3, 2026	CHHS Board votes on the Human Services Committee recommendations
September 15, 2026	CHHS Board recommendations and Resolution presented to City Council Urban Experience Committee
October 7, 2026	City Council Legislative Vote
October - December 2026	Contract execution and/or amendments drafted and executed
January 1, 2027	Contracts begin
December 31, 2027	Contracts expire

PERIOD OF PERFORMANCE/TERM

The contract terms between the City of Spokane and Subrecipient are January 1, 2027 – December 31, 2027. As noted above, anticipating the exact date of when surge beds will be needed, is not possible, but on average (based on the National Weather Service and previous contract years) these dates begin in the month of November (as early as the last week of October) through May for cold weather and then July through September for summer months. For smoke related inclement weather, this surge request is quite variable but would generally follow the same summer surge timeline. On an annual basis, based on National Weather Service data, Spokane activates on average 143 times per year.

ELIGIBLE APPLICANTS

Eligible applicants/recipients include:

- Government agencies
- Public agencies
- Non-profit organizations
- For-profit entities including individuals, partnerships, corporations, limited liability companies, and limited liability partnerships
- Faith-based organizations
- Tribal Nations and Tribal Organizations

Inclement weather bed projects must be low barrier. Low barrier emergency shelter projects cannot require households to meet work or volunteer requirements, charge rent or program fees, or predicate religious participation on receiving

services. Please refer to Section 2.1.2 of the CHG Guidelines for additional information regarding low barrier housing requirements.

FUNDING PRIORITIES / TARGET POPULATIONS / PROGRAM MEASUREMENTS

We are actively seeking responses for the following subpopulations:

- Households without minor children
- Households with minor children
- Men Only
- Women Only

The City is not seeking applications for Youth and Young Adults (YYA) currently as utilization data for existing YYA beds does not demonstrate an additional need. The City reserves the right to change this at any time making funding available for YYA if utilization rates change.

SUBRECIPIENT RELATIONSHIP WITH THE CITY OF SPOKANE

The City of Spokane will enter into a subrecipient agreement with successful applicants. The City defines a Subrecipient as an entity that receives a subaward from a pass-through entity (City of Spokane) to carry out eligible activities as defined in federal, state, or local regulatory guidance.

GENERAL REQUIREMENTS

Prior to the contract execution all awarded agencies must provide City Staff with the following documents:

- An active Washington State Business License with a City of Spokane Endorsement OR an exemption determination requested from the City's Taxes and Licenses Division. Questions may be directed to the Taxes and Licenses Division at (509) 625-6070. You can access the Division's website here: [Business Licenses - City of Spokane, Washington](#)
- Updated Risk Assessment
- Certificate of Insurance (COI) required at time of Award (City of Spokane must be listed as Certificate Holder):
 - Workers Compensation (per RCW 51.12.020) and Employer's Liability Insurance in the amount of \$1,000,000
 - General Liability Insurance (minimum \$1,000,000 per occurrence; \$2,000,000 aggregate)
 - City of Spokane must be listed as "Additional Insured"
 - Supplemental Umbrella Insurance is acceptable in combination with Commercial General Liability Insurance (to reach \$2,000,000 aggregate)
 - Automobile Insurance (\$1,000,000 per accident)
 - City of Spokane must be listed as "Additional Insured"
 - Professional Liability Insurance (\$1,000,000 per claim) (must remain in effect two years after the contract end date)
 - Cyber Security Insurance (\$2,000,000 single limit)
 - Sexual Abuse & Molestation Liability Insurance (\$1,000,000 per occurrence/\$2,000,000 aggregate)
 - Awarded agencies will have the option to opt into the City's Sexual Abuse & Molestation (SAM) policy as an additional insured at no cost, in lieu of obtaining their own SAM policy. The agency will be required to agree that should a claim come forward, the agency is responsible for the \$25,000 deductible. Should the agency choose to opt-in, this verbiage will be included in their contract with the City.
- Debarment and Suspension Certification form completed at time of contracting (Form will be included in the contract for signature)
- Vendor Setup Form (if new vendor)
 - New Vendor Request Form (to be sent by HHS)
 - Vendor ACH Form
 - IRS W9 Form
- Awarded funds will be paid to Subrecipient for eligible expenses on a **reimbursement** basis.
- Agencies awarded funds will not sub-award funds to any other entity without the express authorization by HHS.

APPLICATION DEADLINE

Application documents will be available on July 15, 2026, on the Housing and Homeless Services department website <https://spokanechhs.org/> under "Funding Opportunities".

Application submission deadline: Sunday, August 16, 2026 by 8 PM

Incomplete Applications or Applications submitted after the deadline will not be considered for funding.

Completed applications must be submitted to chhsrfp@spokanecity.org.

It is the responsibility of the applicant to be sure the application is submitted ahead of time.

APPLICATION ASSISTANCE

HHS will not hold a Technical Assistance workshop for this application cycle. However, emails with questions are encouraged. **Any questions regarding this RFP emailed to chhsrfp@spokanecity.org by July 20, 2026 at 8 pm may be published in an FAQ under this RFP on the HHS website by July 22, 2026.**

Applicants seeking technical assistance may, up until the submission deadline, may email HHS Staff for assistance. Please email HHS at chhsrfp@spokanecity.org or ppourzanjani@spokanecity.org for questions or to set-up a virtual connection.

REQUIRED APPLICATION MATERIALS

- Written narrative answering all the questions outlined in the Application Questions on page 14 of this RFP
 - Narrative should include a Detailed Budget which outlines how the cost per bed rate was determined. A Budget Narrative should accompany the Detailed Budget, explaining how the budget was made (method to determine costs).
- Completed Risk Assessment Questionnaire
 - NOTE: Please be sure to include ALL the required attachments outlined in the Risk Assessment Questionnaire.
- Active Washington State Business License with a City of Spokane Endorsement OR an exemption determination from the City's Taxes and Licenses Division
- IRS W9 Form
- Emergency Evacuation Plan for Shelter

APPLICATION REVIEW & RATING PROCESS

All applications must be completed in full. Any missing information will make the application incomplete and will not be forwarded to the Human Services RFP Committee. The Applications will be scored based on the most cost-effective fee for service for the population served. Please note that the City has limited funds available, therefore, we will seek the most economical applications for the subpopulations listed above.

Scoring Criteria:

Economic Efficiency (50 pts): Inclement weather is a community problem that requires collaborative and leveraged solutions.

- Per bed per night cost (including a detailed calculation of how you came to this cost; please be sure to follow the [CHG Guidelines](#) for allowable costs); and
- Number of beds and Population served; and
- Demonstration of leveraged funds/services

Experience in Shelter Services (30 pts):

- Successful history of providing emergency shelter services
- Experience managing flex capacity in a human services setting
- Partnerships with community organizations and public safety organizations

Data Management (20 pts):

- Experience with timely and accurate data collection and entry into HMIS or like system.

Total possible points = 100 points.

Excellent	95-100 points
Good	85-95 points
Fair	70-85 points
Needs Improvement	55-60 points
Not Considered*	0-55 points

*Incomplete or late applications

APPEAL PROCESS

HHS has established an RFP Appeal Process.

Applicants will be notified as to the status of their application via an “Application Status” email sent to the email addresses provided for the contacts listed in the application.

Applicants must request a debrief conference with a member of the selection committee prior to submitting an appeal for consideration. The request for a debrief must be received within three (3) business days after the “Application Status” email is sent to the Applicant.

Send requests for a debrief session to any of the following:

- **Email:** chhsrfp@spokanecity.org
- **Mail:**
ATTN: HHS Director
Spokane City Hall, 6th Floor
808 W. Spokane Falls Blvd
Spokane, WA 99201
- **Phone:** 509-564-5278

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Applicant’s application
- Any written comments from evaluators related to that applicant
- Review of applicant’s final score in comparison with the other final scores. This information is publicly posted.

Comparisons between applications or evaluations of the other applications is not allowed.

The selection committee member will not discuss any items other than the three bullet points above. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. Inappropriate or hostile behavior will result in the termination of the debriefing session.

Appeals may be filed only by Applicants who submitted a response to this RFP and who have participated in a debriefing conference.

Upon completing the debriefing conference, the Applicant is allowed five (5) business days to submit a written appeal to the HHS Director. Written appeals must be received no later than 5:00 pm Pacific time on the fifth business day following the debriefing. The written appeal should be addressed to the HHS Director, signed by the applicant, and submitted in one of the following ways:

- **Email:** chhsrfp@spokanecity.org
 - Subject line should clearly state “APPEAL of RFP Funding Decision”
- **Mail:**
ATTN: HHS RFP APPEAL
Spokane City Hall, 6th Floor
808 W. Spokane Falls Blvd
Spokane, WA 99201

The appeal must identify the RFP, the grounds for the appeal from the list below with specific facts, and complete statements of the action(s) being appealed. A description of the relief or corrective action being requested should also

be included.

Only appeals stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-Compliance with procedures described in this RFP, HHS, local, state, or federal policy.

Appeals will be dismissed without merit if they address issues such as an evaluator's professional judgment on the quality of an application, or the City's assessment of its own and/or other agencies' needs or requirements.

Scores received are not a valid basis of appeal and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

The written appeal will be reviewed by the HHS Director. The HHS Director is not involved in the award process. The HHS Director will consider the record along with all available facts and issue a final decision within ten (10) business days of receiving the appeal.

The final determination of the appeal shall:

- Find the protest lacking in merit and uphold the selection committee's action; or
- Find only technical or harmless errors in the selection committee's process and determine the selection committee to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the selection committee with options which may include:
 - Correct the error(s) and re-evaluate all applications; or
 - Cancel this RFP and begin a new process; or
 - Make other findings and determine other courses of action as appropriate

GENERAL INFORMATION

PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in response 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 RFP, 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 an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. 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.

All requests for information should be directed to the HHS Director, Arielle M. Anderson.

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 Subrecipient or the Subrecipient'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 Subrecipient 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 Subrecipient and is not "work made for hire" within the terms of this Agreement.

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 Subrecipient 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.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, addenda will be posted on the Housing and Homeless Services Department website, <https://my.spokanecity.org/chhs/>. Applicants are encouraged to monitor the website for any changes and/or notifications.

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

RESPONSIVENESS

All applications will be reviewed to determine compliance with administrative requirements and instructions specified in this RFP. The applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the application as non-responsive.

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

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). Applicants may contact OMWBE at 360-753-9693 to obtain information on certified firms.

MOST FAVORABLE TERMS

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

COSTS TO MAKE APPLICATION

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

NO OBLIGATION TO CONTRACT

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

REJECTION OF APPLICATIONS

Please see Page 8 of this RFP explaining the Application Review and Rating Process.

CONTRACT TERMS

CITY OF SPOKANE BUSINESS LICENSE

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. Agencies wishing to do business with the City of Spokane must obtain a Washington State Business license with a City of Spokane Endorsement. Both the business license and Spokane endorsement can be obtained on the [Washington State Department of Revenue Website](#). If the Agency believes it is exempt from obtaining a business license, visit [Doing Business in Spokane - City of Spokane, Washington](#), to download the Exemption Request form. Exemption form shall be submitted to Taxes & Licensing for review and approval: taxesandlicenses@spokanecity.org. If approved, the Agency must provide [purchasing@spokanecity.org approved copy](#).

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. Applicants shall familiarize themselves with the requirements prior to submitting an Application I that includes current or former City officers or employees.

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 contracts resulting from this RFP 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.

ASSIGNMENT

Agency shall not assign, transfer or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

SEVERABILITY

In the event any provision of a resulting contract should become invalid, the rest of the contract shall remain in full force and effect.

TERMINATION

- A. For Cause: The City or awarded Agency 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 the 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 awarded agency'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 the 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 awarded agency, the Agency 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 City agrees this payment shall fully and adequately compensate the Agency 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 Agency shall provide the City with the most current design documents, contract documents, writings, and other products the Agency 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 Agency harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Agency's work product.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, the awarded Agency, 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.

- 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.

DISPUTES

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

NONDISCRIMINATION

Washington Law Against Discrimination, RCW 49.60, prohibits discrimination on the basis of race, color, creed, national origin, disability, HIV/Aids and Hepatitis C status, use of guide dog or service animal, sex, marital status, age (employment only), families with children (housing only), sexual orientation/gender identity, and honorably discharged veteran or military status. 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 agreement 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 awarded Agency 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 Agency.

INSURANCE

During the term of the Contract, the Subrecipient shall maintain in force at its own expense, the below noted insurance coverages with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW (A COI must be provided at the time of contract that lists the City of Spokane as the Certificate Holder):

- 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 million each occurrence and \$2 million general aggregate 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 GRANTEE's services to be provided under this Contract;
 1. Acceptable supplementary Umbrella insurance coverage, combined with GRANTEE's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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. It shall provide that the CITY, its officers and employees are **additional insureds**, but only with respect to GRANTEE's services to be provided under this Contract.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 per 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 the contract. The coverage must remain in effect for at least two (2) years after the contract is completed.
- E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than \$2,000,000 single limit.
- F. Sexual Abuse & Molestation Liability Insurance (\$1,000,000 per occurrence/\$2,000,000 aggregate)
 1. Awarded agencies will have the option to opt into the City's Sexual Abuse & Molestation (SAM) policy as an additional insured at no cost, in lieu of obtaining their own SAM policy. The agency will be required to agree that should a claim come forward, the agency is responsible for the \$25,000 deductible. Should the agency choose to opt-in, this verbiage will be included in their contract with the City.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Subrecipient or its insurer(s) to the City.

As evidence of the insurance coverage(s) required by this Agreement, the Organization shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically commercial general liability (and any excess/umbrella) coverage for Organization's services under

this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Organization shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

LIABILITY

The Subrecipient will be considered an independent contractor and the Subrecipient, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the City. The Agency shall defend, indemnify and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Subrecipient, its agents or employees, arising directly or indirectly, as a consequence of this contract. The Subrecipient 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 Subrecipient's negligence or breach or its obligations under the contract. The Subrecipient's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Subrecipient's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Subrecipient, its officers and employees shall apply only to the extent of the negligence of the Subrecipient, its officers and employees. The Subrecipient's duty to indemnify shall survive termination or expiration of the contract. The Subrecipient waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

INTERNAL AUDITING CONTROL

The Subrecipient shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. A copy of the Subrecipient's most recent audited financial statement shall be kept on file in the Housing and Homeless Services Department. The City has the right to supervise and audit the finances of the Subrecipient to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this RFP. The City of Spokane and/or its funding agencies and auditors may inspect and audit all records and other materials and the Subrecipient shall make such available upon request.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs, and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6376, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or spuckett@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Subrecipient shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Subrecipient in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Subrecipient 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 Subrecipient.

Law Against Discrimination, Chapter 49.60 RCW. The Subrecipient shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request by emailing chhsrfp@spokanecity.org or by contacting the HHS Director, Arielle Anderson.

EQUAL HOUSING OPPORTUNITY INFORMATION: The City is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. The City encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

APPLICATION QUESTIONS

Any agency responding to this RFP must provide answers to the below questions in a separate PDF. Responses should be limited to the following questions and not be longer than 10 pages single spaced.

Economic Efficiency:

1. Fee for Service Per Night
 - Must include budget calculation of expenses detailing how the cost per bed per night rate requested was determined. Expenses must fall within the allowable costs outlined above and in the CHG Guidelines.
 - Please be sure to include whether or not additional staffing is required for each night of activation, if staffing remains the same whether inclement weather beds are activated or not, if staff is paid overtime, etc.
 - Providers with existing emergency shelter projects must fill their “regular” emergency shelter beds *first* before utilizing and billing for inclement weather beds. If this is not feasible, please explain why.
2. Maximum AND the minimum number of beds agency can offer.
 - Can include the preferred number of beds for any specific site
3. Estimated start-up costs for one-time purchases such as mattresses/cots and bedding (if applicable).

Experience Providing Shelter Services:

4. Brief summary of agency experience providing emergency shelter services, including experience with flex capacity of services.
5. Explanation of Subpopulation served; and
6. Any seasonal or weekly limitations (i.e.: provider only able to assist during Winter); and
7. Description of partnerships utilized to support the needs of those seeking emergency shelter services during inclement weather events.

Data Management:

8. Narrative describing agency experience with timely and accurate data entry into the Homeless Management Information System (HMIS), updating inventory on the ShelterMeSpokane webpage each day, or similar program(s).
9. Comprehensive statement on agency commitment to and understanding of the importance of data for regional services improvement and evaluation.

Incomplete responses will not be considered and will not be forwarded to the RFP Committee for review and scoring.