



University District Public Development Authority (UDPDA)
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University District Public Development Authority REQUEST FOR QUALIFICATIONS

Release Date April 10, 2024 | Updated May 2, 2024 | **Final update May 6, 2024**

<p><u>RFQ TITLE:</u> Grant Writing for Public Infrastructure</p> <p><u>RFQ COORDINATOR:</u> Juliet Sinisterra, CEO, UDDA, info@spokaneudistrict.org</p> <p><u>PRE-PROPOSAL CONFERENCE:</u> April 16, 2024, at 1:30 PM Pacific via Zoom (see email for link)</p>	<p><u>QUESTION DEADLINE:</u> April 29, 2024, by 1:00 PM Pacific</p> <p><u>PROPOSAL DUE DATE:</u> May 10, 2024 at 1:00 PM Pacific May 6, 2024, by 1:00 PM Pacific</p> <p><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted via email to info@spokaneudistrict.org</p>
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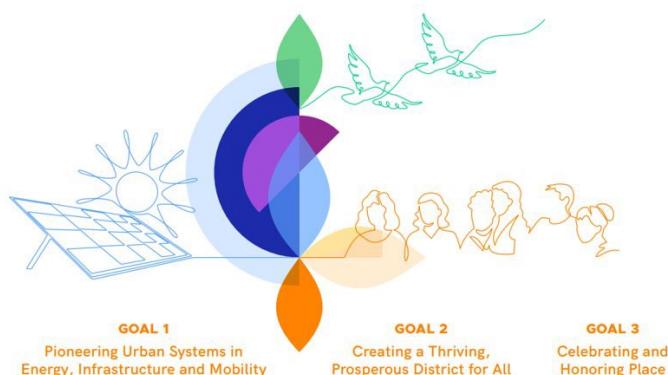
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the University District Public Development Authority (hereinafter “UDPDA”) shall be with the Request for Qualifications Coordinator. Any communication directed to other parties is prohibited.

1.2 INTRODUCTION



For the past two years, the UDPDA has conducted board and stakeholder strategic feedback sessions and hired expert consultants to research and deliver studies related to community health and prosperity, environmental restoration and sustainable development, and long-term planning in the University District (UD). The cumulative result of those efforts is the “U Vision 2044 Strategic Plan”: a comprehensive, consensus-driven roadmap for the UD’s future.

Developing a framework for urban development that is regenerative, just, and enhances the overall economic well-being of the UD community is imperative. As such, the UDPDA is initiating this Request for Qualifications (hereinafter “RFQ”) to solicit qualifications from qualified grant-writing professionals to provide the UDPDA with services in the following areas:

- Supporting the UDPDA in the identification and capture of state, federal, and other grant opportunities mostly relating to public infrastructure;
- Supporting knowledge, analysis, and information management around grants;
- Developing and submitting grant proposals (specifically the EPA’s [Environmental and Climate Justice Community Change Grants Program](#) and the USDOT’s [Transportation Improvement Grants](#)) and grant reports; and
- Coordinating and communicating with UDPDA partner organizations.

1.3 BACKGROUND

The UDPDA oversees economic development and infrastructure investments in Spokane’s University District which consists of 770 acres located to the east of downtown Spokane. See the district map [here](#). The UDPDA is a quasi-municipal corporation organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757, and established by the City of Spokane Ordinance C34933 in 2012.

In November 2019, [City of Spokane Ordinance C35828](#) approved an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the UDPDA board and amended the charter and bylaws of the organization. The UDPDA follows the purchasing and procurement policies of the City of Spokane as it relates to public works contracts.

1.4 MINIMUM QUALIFICATIONS

The Proposer must be able to become licensed to do business in the State of Washington, if not licensed already. To accomplish the work, the Proposer must have:

- 5+ years of relevant work experience in state and federal grant/contract proposal writing
- Experience with EPA, USDOT, the Washington State Transportation Improvement Board, and Department of Commerce grants is important
- Proven track record of success in winning or assisting others to win competitive federal and state grant proposals; experience with EPA grants is a plus
- Comprehensive knowledge of the mission and objectives of the UDPDA and the U Vision 2044 Strategic Plan
- Professional interest in supporting comprehensive community and place-based nature-informed approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment
- Rigorous attention to detail and ability to synthesize large amounts of information succinctly
- Strong proactive project management and demonstrated ability to manage multi-person teams, juggle multiple priorities and tight time frames, and produce exceptional deliverables
- Exceptional verbal and written communication capabilities and strong research skills
- Excellent interpersonal skills, ability to work well with others, and commitment to giving and receiving honest individual and team feedback

1.5 CONTRACT PERIOD

It is anticipated that a contract resulting from this RFQ will run through December 31, 2027. The contract is renewable upon mutual agreement.

1.6 ADDENDA

It is the responsibility of Proposers to check the UDPDA’s [Publications page](#) on its website for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQ are included herein by reference and attached to this RFQ as Attachment 1. Please note the UDPDA is subject to the Public Records Act. Please see Section 20 of Attachment 1 for more information.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question Deadline	April 29 – 1:00 PM Pacific
Proposals Due	May 10 – 1:00 PM Pacific
Evaluation, Negotiation, and Contract Award	May 2024
Begin Contract Work	June 2024

The UDPDA reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFQ include:

UDPDA – The University District Public Development Authority (a Washington quasi-municipal corporation) is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the UDPDA 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 to attain a contract with the UDPDA.

Request for Qualifications (RFQ) – A formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

The UDPDA anticipates that the scope of services to be performed by the Firm may include, but not be limited to research, analysis, grant writing, grant submittal, and post-submittal grant monitoring. Tasks will include the following, but additional tasks related to research and grant writing may be requested.

June 2024: Kickoff meeting outlining the steps required for a deep dive into the EPA’s Community Challenge Grants program application requirements and review of relevant background documents including:

- [U Vision 2044 Goals and Strategies](#)
- [Greene Economics UD Ecological Assets and Performance Standards Final Report](#)
- [Greene Economics UD Ecological Assets and Performance Standards presentation](#) (this slide deck includes the 12 Baseline Ecosystem Services, see slide 13)
- [Greene Economics Bibliography Synthesis Technical Memo](#)
- [Spokane Beat the Heat: Correlations of Urban Heat with Race and Income in Spokane, WA](#)
- [Cascadia Partners Urban Amenities Research and Analysis for the South UD](#)
- [Center-Based Planning Transit-Oriented Development Study](#)
- [South Logan Transit Oriented Development Study](#)
- [City of Spokane South Sub Area Plan](#)
- [University District Site Suitability for Stormwater Management](#)

Ongoing and specific work for EPA Community Change Grant:

- Developing proposals and grant reports, including coordinating with UDPDA partner organizations
- Outlining and determining proposal content based on proposal requirements
- Drafting of UDPDA’s proposals, leveraging past proposals and UDPDA content knowledge
- Coordinating proposal input (when appropriate) from partnering organizations and staff

- Comparing draft proposals to scoring rubric to ensure all required elements are addressed
- Performing final proposal editing for errors, omissions, length, readability, and cohesiveness
- Submitting grant applications through required platforms and monitoring status
- Responding to questions
- Writing grant reports

Ongoing: Supporting the identification and capture of infrastructure-related grant opportunities

- Working with UDPDA to identify future foundation and government grant/contract opportunities
- Guiding UDPDA to source government and foundation LOIs, proposals, and RFPs
- Working with UDPDA staff pre-solicitation to gain a deep understanding of client needs and concerns, assess and strengthen UDPDA’s competitive positioning

Ongoing: Supporting knowledge and information management around government grants/contracts:

- Assistance developing systems for tracking and assessing government grants/contracts opportunities
- Assistance devising strategies to quickly find examples of standard content for general areas of proposals (e.g., past project/government advisory experience, evaluation experience, etc.)

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

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

3.2 LETTER OF SUBMITTAL

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

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;
- C. Identification of any current or former employees employed by or on your Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months; and
- D. Acknowledgment that the Firm will comply with all terms and conditions set forth in the RFQ Attachment unless otherwise agreed by the UDPDA.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the UDPDA’s requirements with a comprehensive proposed approach, methodology, and work plan. *Proposal content should not reference or mention monetary values.* (Not to exceed one page)

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described. Per Section 2.1, include a project schedule with completion dates for elements of work and deliverables. If applicable, provide the name(s), and address of any sub-consultant(s) and what services they may provide. Include any required involvement by UDPDA staff.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services. *Proposal content should not reference or mention monetary values.* (Not to exceed three pages not including resumes which may be one page max)

- A. Indicate the experience the Firm and staff have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing the project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify the person within the Firm who will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include the percentage of time each will be assigned to the project. Describe how the Firm will respond proactively to issues and project scope changes. Resumes may be included limited to one page per person. The Firm shall commit that staff identified in its Proposal will perform the assigned work. Any staff substitution must have the UDPDA's prior approval.
- B. Include a summary list of contracts the Firm has had during the last three (3) years up to a maximum of five (5) contracts that relate to the Firm's ability to perform the services needed under this RFQ. Provide contract period, contact names, phone numbers, and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include UDPDA staff or board members as references. The Firm grants permission to the UDPDA to contact the list provided.
- C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer or (b) litigated and such litigation determined that the Proposer was in default. Provide the other party's name, address, phone number, and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with the most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted in PDF format via email to info@spokaneudistrict.org no later than **May 10**, 2024, at 1:00 PM Pacific. **Hard paper or faxed copies will not be accepted. Late Proposals will 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 UDPDA, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFQ 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:

TECHNICAL PROPOSAL – 50% Project Approach/Methodology/Understanding Quality of Work Plan and Grant Development Process	50 Points (Maximum) 50 Points (Maximum)	100 points
MANAGEMENT PROPOSAL – 50% Project Team Structure/Internal Controls Staff Qualifications/Experience Firm Experience	20 Points (Maximum) 40 Points (Maximum) 40 Points (Maximum)	100 points
GRAND TOTAL FOR PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQ does not oblige the UDPDA to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The UDPDA reserves the option of awarding this contract in any manner most advantageous for the UDPDA. Failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive. The UDPDA also reserves the right, at its sole discretion, to waive minor irregularities, to reject any and all Proposals received without penalty, and to not issue a contract from this RFQ. 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 UDPDA including consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFQ ATTACHMENTS

Attached to this RFQ and incorporated herein by reference are the following background document(s):

- Attachment 1 – University District Public Development Authority (UDPDA) Terms and Conditions for doing business with the UDPDA.

Attachment 1

UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY (UDPDA) TERMS AND CONDITIONS

1. **Scope of Services.** Unless otherwise stated, the Firm shall furnish all labor, supervision, materials, and other items related to the work and expend the costs necessary to complete the specified Work.
2. **Completion Time.** Services shall be completed by the date in the executed Contract.
3. **Liquidated Damages.** If the Service is not completed within the stated contractual time, the Consultant agrees to pay the UDPDA liquidated damages in the amount specified in the Contract for every calendar day the Service remains uncompleted.
4. **Subcontractors.** The Consultant shall not award any portion of the work to any subcontractor without the UDPDA's prior approval. The Consultant shall be fully responsible to the UDPDA for the acts, errors, and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the UDPDA.
5. **Non-Collusion.** The Consultant certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding item(s) covered by the contract.
6. **Mandatory Disclaimer.** The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows: [A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority, and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.
7. **Taxes, Fees, and Licenses.** Consultant shall pay and maintain in current status all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under the Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in the Agreement shall be included in the project budgets.
8. **City of Spokane Business License.** No Consultant may engage in business with the UDPDA without first having obtained a valid annual business registration. 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.
9. **Reimbursables.** If reimbursables are to be included in the Agreement, they are considered part of the maximum not to exceed contract amount stated and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.
 - A. UDPDA will reimburse the Consultant at actual cost for expenditures that are pre-approved by the UDPDA in writing and are necessary and directly applicable to the work required by the Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of sub-consultants.
 - B. The billing for third-party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, sub-consultant-paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the UDPDA. The original supporting documents shall be available to the UDPDA for inspection upon request. All charges must be necessary for the services provided under the Agreement.
 - C. The UDPDA will reimburse the *actual* cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses and per the UDPDA Travel Policy, details of which can be provided upon request.
 - a. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The UDPDA will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

- b. Meals: Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed and while in travel status. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate” and shall detail how many of each meal is being billed (e.g., the number of breakfasts, lunches, and dinners). The UDPDA will not reimburse for alcohol at any time.
 - c. Lodging: Lodging will be reimbursed at the actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day/night lodging are required. The UDPDA will not reimburse ancillary expenses charged to the room (e.g., movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.).
 - d. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
 - e. Rental Car: Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The UDPDA will reimburse for a standard car of a mid-size class or less. The UDPDA will not reimburse ancillary expenses charged to the car rental (e.g., GPS unit).
 - f. Miscellaneous Travel (e.g., parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
 - g. Miscellaneous other business expenses (e.g., printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
 - h. Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a TBD % markup. Copies of all Subconsultant invoices that are rebilled to the UDPDA are required.
11. **Social Equity Requirements/Non-Discrimination.** 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 the 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 Consultant agrees to comply with and to require that all subcontractors comply with, federal, state, and local nondiscrimination laws, including but not limited to the Civil Rights Act of 1964, Rehabilitation Act of 1973, Age Discrimination in Employment Act, and the American’s With Disabilities Act, to the extent those laws are applicable.
12. **Indemnification.** The Consultant/Contractor/Company shall defend, indemnify, and hold the UDPDA and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant’s/Contractor’s/ Company’s negligence or willful misconduct under the Agreement, including attorneys’ fees and litigation costs; provided that nothing herein shall require a Consultant/Contractor/ Company to indemnify the UDPDA against and hold harmless the UDPDA from claims, demands or suits based solely upon the negligence of the UDPDA, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant’s/Contractor’s/Company’s agents or employees and the UDPDA, its agents, officers, and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant/Contractor/Company, its agents, or employees. The Consultant/ Contractor/Company specifically assumes liability and agrees to defend, indemnify, and hold the UDPDA harmless for actions brought by the Consultant’s/Contractor’s/Company’s employees against the UDPDA and, solely for the purpose of this indemnification and defense, the Consultant/Contractor/Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant/ Contractor/Company recognizes that this waiver was specifically entered into under the provisions of **RCW 4.24.115** and was the subject of mutual negotiation. **This RCW only applies as it relates to construction projects.** The indemnity and agreement to defend and hold the UDPDA harmless provided for in this section shall survive any termination or expiration of the Agreement. **Notwithstanding the foregoing, the Consultant’s defense obligation means only the reimbursement of reasonable legal costs to the extent of the actual indemnification obligations contained herein.**
13. **Insurance.** During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner under Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the Agreement. It shall provide that the UDPDA, its officers, and employees are additional insureds but only with respect to the Consultant's services to be provided under the Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 for 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 for 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 the Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the UDPDA. As evidence of the insurance coverage(s) required by the Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the UDPDA at the time it returns this signed Agreement. The certificate shall specify the UDPDA as "Additional Insured" specifically for the Consultant's services under the Agreement, as well as all of the parties who are additional insureds and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 14. **Audit.** The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of a conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, federal law shall prevail.
- 15. **Independent Consultant.** The Consultant is an independent Consultant. The Agreement does not intend the Consultant to act as a UDPDA employee. The UDPDA has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the UDPDA. The Agreement prohibits the Consultant from acting as an agent or legal representative of the UDPDA. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the UDPDA, or to bind the UDPDA. The UDPDA is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other taxes that may arise from employment. The Consultant shall pay all income and other taxes as due.
- 16. **Key Persons.** The Consultant shall not transfer or reassign any individual designated in the Agreement as essential to the Work, nor shall those key persons, or employees of the Consultant identified as to be involved in the Project Work be replaced, removed, or withdrawn from the Work without the express written consent of the UDPDA, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the UDPDA one or more individuals with greater or equal qualifications as a replacement, subject to the UDPDA's approval, which shall not be unreasonably withheld. The UDPDA's approval does not release the Consultant from its obligations under the Agreement.
- 17. **Assignment and Subcontracting.** The Consultant shall not assign or subcontract its obligations under the Agreement without the UDPDA's written consent, which may be granted or withheld at the UDPDA's sole discretion. Any subcontract made by the Consultant shall incorporate by reference the Agreement, except as otherwise provided. The Consultant shall ensure that all sub-consultants comply with the obligations and requirements of the subcontract. The UDPDA's consent to any assignment or subcontract does not release the consultant from liability or any obligation within the Agreement, whether before or after UDPDA's consent, assignment, or subcontract.
- 18. **Termination.** Either party may terminate the Agreement, with or without cause, by ten (10) days' written notice to the other party. In the event of such termination, the UDPDA shall pay the Consultant for all work previously authorized and performed before the termination date.
- 19. **Standard of Performance.** The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under the Agreement are performed.

20. Ownership and Use of Records and Documents. Original documents, drawings, designs, reports, or any other records developed or created under the Agreement shall belong to and become the property of the UDPDA. All records submitted by the UDPDA to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the UDPDA upon the UDPDA's request. If the UDPDA's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the UDPDA are **public records** and are available to the public for viewing via a valid Public Records Request (PRR).

Proprietary Information and Public Disclosure. 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. Please consider that what you submit to the UDPDA 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 UDPDA for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the UDPDA from releasing this part of your response. If no injunction is obtained, the UDPDA is legally required to release the records. **The UDPDA will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.**

- 21. Anti Kick-Back.** No officer or employee of the UDPDA, having the power or duty to perform an official act or action related to the Agreement shall have or acquire any interest in the Agreement, 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 Agreement.
- 22. Debarment and Suspension.** The Consultant will provide a certification that it is in compliance with and shall not contract with individuals or organizations that are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 23. Miscellaneous Provisions.**
- A. **Amendments/Modifications:** The Agreement may be modified by the UDPDA in writing when necessary, and no modification or Amendment of the Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
 - B. The Consultant, at no expense to the UDPDA, shall comply with all laws of the United States and Washington, the Charter and ordinances of the UDPDA; and rules, regulations, orders, and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
 - C. The Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
 - D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
 - E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
 - F. **Waiver:** No covenant, term, or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the UDPDA of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the UDPDA of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the UDPDA in writing.
 - G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the UDPDA and the Consultant. If a conflict occurs between Agreement documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of the Agreement to afford the UDPDA the maximum benefits.
 - H. **No personal liability:** No officer, agent, or authorized employee of the UDPDA shall be personally responsible for any liability arising under the Agreement, whether expressed or implied nor for any statement or representation made or in any connection with the Agreement.