Meeting Agenda

Social Justice & Equity Commission Founding Member Workgroup

City Hall
601 4th Avenue E
Olympia, WA 98501

Contact: Olivia Salazar de Breaux
(360) 753-8343

Thursday, January 21, 2021 **5:30 PM**

Register to Attend:
https://us02web.zoom.us/webinar/register/WN_YFWfQkP9TJWrh3dbGo6J-w

1. CALL TO ORDER

1.A ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

3.A 21-0076 Approval of January 7, 2021 Social Justice and Equity Commission Founding Member Work Group Meeting Minutes

Attachments: Minutes

4. ANNOUNCEMENTS

5. BUSINESS ITEMS

5.A 21-0065 Consultant Interviews to Support Forming a Social Justice and Equity Commission

Attachments: RFQ

Q&A Addendum

6. REPORTS

7. ADJOURNMENT

Accommodations

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Advisory Committee meeting, please contact the Advisory Committee staff liaison (contact number in the upper right corner of the agenda) at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

Social Justice & Equity Commission Founding Member Workgroup

Approval of January 7, 2021 Social Justice and Equity Commission Founding Member Work Group Meeting Minutes

Agenda Date: 1/21/2021
Agenda Item Number: 3.A
File Number:21-0076

Type: minutes **Version:** 1 **Status:** In Committee

Title
Approval of January 7, 2021 Social Justice and Equity Commission Founding Member Work Group Meeting Minutes

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Meeting Minutes - Draft

Social Justice & Equity Commission Founding Member Workgroup

City Hall
601 4th Avenue E
Olympia, WA 98501

Contact: Olivia Salazar de Breaux
(360) 753-8343

Thursday, January 7, 2021 **5:30 PM** **Online via Zoom**

Register to attend:
https://us02web.zoom.us/webinar/register/WN_X7l-x07cSxa02S3Z18n9eA

1. CALL TO ORDER

The meeting was called to order at 5:30 pm.

1.A ROLL CALL

Present: 4 - Committee member Frances Beard, Committee member Anthony Markland, Committee member Megan Matthews and Committee member Rusty Shekha

2. APPROVAL OF AGENDA

The agenda was approved.

3. APPROVAL OF MINUTES

3.A 21-0029 Approval of December 18, 2020 Social Justice and Equity Commission Founding Member Work Group Meeting Minutes

The minutes were approved.

4. ANNOUNCEMENTS

Housekeeping announcements were made.

5. BUSINESS ITEMS

5.A 21-0020 Approval of Finalists to Interview for the Social Justice & Equity Commission Public Engagement Consultant

The work Group decided to interview the following three consultant teams for the Social Justice & Equity Commission Public Engagement Consultant: Baker Consulting, Miller/Self and StrataG. Interviews will be held on January 21, 2020.

6. REPORTS

No reports were given.

7. ADJOURNMENT

The meeting was adjourned at 6:41 pm.

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

Social Justice & Equity Commission Founding Member Workgroup

Consultant Interviews to Support Forming a Social Justice and Equity Commission

Agenda Date: 1/21/2021
Agenda Item Number: 5.A
File Number:21-0065

Type: decision **Version:** 1 **Status:** In Committee

Title
Consultant Interviews to Support Forming a Social Justice and Equity Commission

Recommended Action
Select a consultant to support forming a Social Justice and Equity Commission

Report
Issue:
Whether to interview and select a consultant to support forming a Social Justice and Equity Commission

Staff Contact:
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources, 360.753.8343

Presenter(s):
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources

Background and Analysis:
On November 2, Council approved a process to establish a Social Justice & Equity Advisory Commission (Commission), including that the process be led by a Founding Member Work Group (Work Group) made up of five community members representing marginalized populations, with an emphasis on Black, Indigenous, and People of Color.

This group would be responsible for hosting a series of Community Conversations to elevate the voices of marginalized community members, and use the input gathered to recommend to Council the new Commission's:

- make-up and terms;
- formal name (as "Social Justice & Equity Commission" is a Council-approved placeholder);
- scope of work; and
- first year work plan

The City issued a Request for Qualifications (RFQ) on November 19, 2020, to seek a consultant or

consultant team to work closely with the Equity & Inclusion Coordinator and Work Group in:

- Designing and facilitating community conversations;
- Summarizing and analyzing public input;
- Providing support to the Work Group; and
- Producing summaries and reports

The RFQ closed on December 15, 2020, with 14 submittals having been received.
On January 7, the Work Group identified three applicants to interview to inform their final selection.
The purpose of this agenda item is for the Work Group to interview and select a consultant to support forming a Social Justice and Equity Commission.

Neighborhood/Community Interests (if known):
N/A

Options:

1. Select a consultant to support forming a Social Justice and Equity Commission
2. Postpone selecting a consultant from the three final candidates and provide staff guidance on what additional information may be needed
3. Do not select a consultant to support forming a Social Justice and Equity Commission

Financial Impact:
N/A

Attachments:
RFQ
Q&A Addendum

Request for Qualifications (RFQ)

Social Justice & Equity Commission Public Engagement

The City of Olympia is seeking a qualified individual, consultant firm, non-profit, or other organization (Consultant) with expertise in providing professional consulting services in public engagement and data analysis with a focus on diversity, racial equity and inclusion. Olympia (City) is seeking to form a new Social Justice & Equity Advisory Commission. This process will include engaging with primarily marginalized community members, with an emphasis on Black, Indigenous, and People Color, and will be led by the City's Equity & Inclusion Coordinator and a five-member Founding Member Work Group (Work Group) made up of citizens who identify as being from one or more marginalized communities.
The deadline for this RFQ is **5:00 pm Pacific Standard Time, Tuesday, December 15, 2020**. Earlier responses are welcome.

A. BACKGROUND

Advisory Commissions & Committees
The City currently has twelve Advisory Committees, Commissions, and Boards. Advisory committees are a structured way for individual citizens to share their opinions and perspectives, study issues, and develop recommendations in a focused, small group structure. The primary purpose of Olympia's advisory committees is to provide judicious advice, from a citizen perspective, to the Olympia City Council (Council) and City staff.

Social Justice & Equity Advisory Commission
On June 9, 2020 the Council forwarded to the General Government Committee (a Committee comprised of three Council members who address topics related to public safety, general city policy, advisory committees, and community relation topics) a referral to request the development of a Human Rights Commission. The referral requested the Committee develop the best process to scope and populate a new advisory commission. The referral also outlined that community members most impacted by social and institutional racism needed to be integral to the development of the commission and its resulting work plan.

On November 2, Council approved a process to establish a Social Justice & Equity Advisory Commission (Commission), including that the process be led by a Founding Member Work Group, made up of five community members representing marginalized populations, with an emphasis on Black, Indigenous, and People of Color. This group would be responsible for hosting a series of Community Conversations to elevate the voices of marginalized community members, and use the input gathered to recommend to Council the new Commission's:

- make-up and terms;

- formal name (as “Social Justice & Equity Commission” is a Council-approved placeholder);
- scope of work; and
- first year work plan

This process will include a series of approximately four Community Conversations (with the exact number to be determined by the Work Group in collaboration with staff and the consulting team). City Councilmembers and City staff are listeners, while Work Group members are hosts. Conversations shall be thoughtfully designed and facilitated so as to provide psychologically and physically safe spaces in which participants can authentically engage with one another and share their thoughts, personal stories, and ideas.

Council has chosen this approach because it engages participants in dialogue with one another, emphasizes seeking out and elevating the voices of typically underrepresented and marginalized groups, and fosters the dialogue, trust, and relationships needed to form a Commission that can best represent and respond to the needs of those community members.

B. DUTIES AND RESPONSIBILITIES:

This process will be led by the City’s Equity & Inclusion Coordinator, with support from the City’s Strategic Planning & Performance Manager. The expectation is that the consultant(s) will work closely with City staff and the Work Group throughout the process.

The duties and responsibilities will be the following:

1. **Designing and Facilitating Community Conversations.** Work closely with the City and Work Group to design and host approximately four Community Conversations in a virtual platform. Provide input on meeting design, participant make-up, outreach methodologies, invitation, and data/input collection. Facilitate the meeting using a highly accessible and interactive virtual platform, while ensuring psychological safety for participants. Provide actionable insights and take-aways from the meetings and recommend adaptations to the design as needed.

2. **Summarizing and Analyzing Public Input.** Collect input/data from Community Conversations (and any other tool/platform used to collect community member input). Review, summarize, and analyze input for patterns, themes, and recommendations.

3. **Supporting the Founding Member Work Group.** Provide expert guidance, research/best practices, recommendations, and draft documents to inform the Work Group and help them achieve their deliverables within the desired project timeline: Commission make-up and terms; formal name; scope of work; and first year work plan. Design and co-facilitate Work Group meetings with the City’s Equity & Inclusion Coordinator. Provide individual support to Work Group members in a work environment that will be highly visible, mentally and emotionally challenging, and potentially trauma-inducing for members.

4. **Producing Reports and Documentation.** Provide summaries, recommendations, and other content that can be shared with Council and process stakeholders. Prepare and submit a final report with the Work Group's recommendations and visual and written documentation of the overall process.

C. BUDGET AND TIMELINE:

Funding available for forming the Social Justice & Equity Commission is in the range of $30,000 to $40,000. This process is proposed to be completed in June 2021 with the appointment of nine permanent Commission members and an approved 2021-2022 work plan.

D. APPLICANT SELECTION CRITERIA:

The City's Equity & Inclusion Coordinator is responsible for leading the recruitment and contracting process. A City of Olympia team will evaluate qualifications and develop a list of qualified applicants. Applicants will be invited to appear for interviews, with the Work Group making a final selection based on qualifications, demonstrated competence, and technical response to the Request for Qualifications (RFQ). When the final selection is made, the successful consultant(s) will be invited to enter into contract negotiations with the City.

The City of Olympia will evaluate the statement of qualifications based on the following criteria:

1. Quality and completeness of RFQ response and adherence to submittal requirements;
2. Experience working with government organizations on similar Diversity, Equity and Inclusion efforts;
3. Experience engaging a variety of different stakeholder and community groups, including marginalized groups (with an emphasis on Black, Indigenous, and People of Color) in public process;
4. Demonstrate experience in addressing bias and using a trauma-informed approach when working with marginalized communities (with an emphasis on Black, Indigenous, and People of Color);
5. Demonstrate the ability to analyze, summarize, and formulate recommendations from large amounts of data/community input;
6. Demonstrates creative, interactive, and relevant facilitation experience, including the use of virtual techniques, tools, and approaches;
7. Excellent written and oral communication skills;
8. Examples of previous work;
9. Ability to meet the desired timeline; and
10. Fee schedule/hourly rate (including any administrative fees or surcharges)

All applicants submitting qualifications will be notified of the City's selection. ***Please do not contact the City of Olympia for status on the selection process during the selection period.***

E. CONTRACT:

The selected applicant will be required to enter into a professional services agreement with the City.

The City of Olympia's *Professional Service Agreement (PSA), Exhibit B* will be the contract document for these services. All applicants are advised that when applicable, the Equal Benefits Compliance Declaration Form will be used on this project. These contracts are subject to certification of equal benefits provided to all employees.

If the City and the selected applicant are unable to agree on the terms and conditions of the contract, the City will terminate negotiations and the next best qualified applicant will be contacted for contract negotiation. The City reserves the right to award the contract in whole or in part, if deemed in the City's best interests.

F. RFQ SUBMITTAL REQUIREMENTS:

PROVIDE THE FOLLOWING INFORMATION IN THE SEQUENCE LISTED BELOW:

1. **Cover Letter**
   The cover letter shall be addressed to:

   Olivia Salazar de Breaux, Equity & Inclusion Coordinator – Human Resources
   City of Olympia
   601 Fourth Avenue E
   Olympia, WA 98501

   The cover letter should demonstrate a clear understanding of the requirements related to the submission and summarize the applicant's qualifications and relevant experience. The letter should be signed by someone with the legal authority to enter into an agreement with the City of Olympia.

2. **Prior Experience**
   Experience and philosophy regarding your work related to racial equity, diversity, inclusion, and trauma-informed approaches, and experience working for government agencies. Include examples of meeting design, facilitation, data analysis and input summaries and/or recommendations for planning, policy, procedures, or training purposes.

3. **References**
   Provide a list of at least (3) three references for similar services. Please include agency name, name of reference, title, and contact information.

4. **Approach**
   Describe the applicant's plan for approaching the project including planning and implementation based on the duties and responsibilities outlined in this RFQ.

5. **Project Team Members**

Provide the professional training and short bio(s) of the proposed project team member(s) clearly outlining their roles in the proposed work. Also include hourly rate(s) to complete the duties and responsibilities.

6. Other

Provide any other information you deem appropriate and useful in assisting the Work Group's selection process. Include confirmation of compliance with the City of Olympia Equal Benefits ordinance (see *Equal Benefits Compliance Declaration attached as Exhibit A to this RFQ*).

G. TERMS AND CONDITIONS:

1. Applicants assume the risk of any delay in email. Any statement of qualifications received after the designated time will not be considered.
2. Any errors discovered after RFQ submission deadline must remain and cannot be adjusted.
3. It is the sole responsibility of the applicant to assure that they have received the most current RFQ.
4. It shall be the responsibility of each applicant to call to the attention of the City any apparent discrepancy in the RFQ or any question of interpretation. Failure to do so constitutes acceptance as written.
5. The proposal, as presented, must remain valid for a period of ninety (90) days from proposal due date.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any applicant.
7. The City reserves the right to revise or amend the RFQ prior to the proposal due date by written addenda to all applicants.
8. The successful applicant will be asked to sign a Contract with the City; **the City will not sign any company's service agreement, contract or any other form of agreement**. The City does reserve the right to extract certain language from a company's agreement and incorporate it into the City contract, if agreeable to both parties.
9. The contract resulting from acceptance of a submittal by the City shall be in a form supplied by the City and shall reflect the specifications in this RFQ.
10. The insurance certificate required, as detailed herein, shall be submitted upon notification of award.
11. All statement of qualifications submitted to the City of Olympia become the property of the City and are public record and subject to public disclosure upon request.
12. The successful applicant must comply with all Federal, State, and City of Olympia statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.

13. The City shall not be responsible for any costs incurred by any applicant in preparing, submitting, or presenting its response to the RFQ.
14. **Washington State Law and Venue**: Any resulting contracts, (if any) shall be construed under the laws of the State of Washington. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of resulting contracts shall be brought in Thurston County, Washington.
15. All applicants shall obtain and shall produce, upon request, a license to do business in the City of Olympia prior to executing their contract with the City.

H. INSTRUCTIONS:

The deadline for submission of proposal is **5:00 pm Pacific Standard Time, Tuesday, December 15, 2020**.

Proposals shall be submitted to the City by email to the RFQ Coordinator at osalazar@ci.olympia.wa.us. The proposal must be in Word or PDF format.

No faxed or mailed submittals will be accepted.

For questions about this RFQ, please contact the RFQ Coordinator via email at osalazar@ci.olympia.wa.us. Questions via telephone will not be accepted. All questions to this proposal must be received by **5:00 pm Pacific Standard Time, Monday, November 30, 2020.** Questions received after this date may not be answered

END OF RFQ

EXHIBIT A

EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost $50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors must have policies in place prohibiting such discrimination, prior to contracting with the City.

I hereby declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

_____
Contractor Name

_____ _____
Signature Name (please print)

_____ _____
Date Title

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
FOR
_____ SERVICES

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and _____, a ***(insert state of incorporation; e.g. Washington, California, Georgia, etc.)*** corporation ("Consultant"). ***(If Consultant is not a corporation, replace with type of entity, if known, i.e., limited liability company, sole proprietorship.)***

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of _____; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

(Alternative Provision:) Consultant shall provide the following services:

_____ ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

(Alternative Provision:) Consultant shall provide the services more specifically described in Exhibit "A," ***(Staff: please attach exhibit and mark "Exhibit "A")*** attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than _____ ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

(Alternative Provision:)

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed STAFF: Write amount, i.e. Twenty-Five Thousand, Four Hundred Fifty and No/100 Dollars ($_____)***(Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B";) (Optional sales tax clause: and Washington State sales tax equal to _____ ($_____))*** for a total amount not to exceed add comp & sales tax for total.

(Alternative Provision: use if there are expenses)

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed _____ and __/100 Dollars ($_____) calculated as follows:

(i) Consultant's Fee. An amount not to exceed the sum of _____ and ___/100 Dollars ($_____), ***(Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B";) (Optional sales tax clause: and Washington State sales tax not to exceed _____ _____ and __/100 Dollars ($_____))***; and

(Optional Section ii:)

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including _____ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed _____ and ____/100 Dollars ($_____).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, ***(Optional phrase: which invoice shall specifically describe the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel,)*** and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Consultant

_____
(Name of Person)

_____
(Title of Person)

_____
(Address)

_____
(Email)

_____
(Phone)

City of Olympia

_____
(Name of Person)

_____
(Title of Person)

_____
(Address)

_____
(Email)

_____
(Phone)

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B ***(or Ex. C if there is already an Ex. B per Section 4.A)***. If the contract amount is $50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C ***(or Ex. D if there is already an Ex. C per this section)***.

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City's request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney's fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs

and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

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 proposal been convicted of or had a civil judgment rendered against them for commission or 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, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
[Enter name and title of Department Director or authorized Line of Business Director]
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature:_____

APPROVED AS TO FORM:

_____
City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

_____:
[Enter Name of Consultant's Company]

By: _____
(Signature)

_____
(Print Name of Person Signing)

_____
(Title of Person Signing)

_____

_____
(Address)

_____
(Phone)
Date of Signature:_____

Exhibit " "

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

_____ _____

(Signature) (Date)

_____

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

_____ _____

(Sole Proprietor Signature) (Date)

CITY OF OLYMPIA
Request for Qualifications (RFQ)
Social Justice & Equity Commission Public Engagement

Question and Answer #1

This document is posted to capture the questions received during the question & answer period for Social Justice & Equity Commission Public Engagement.

This document is the official response to the questions received.

No questions or answers included in this document require any change to the RFQ document, this document stands alone. For questions about this RFQ, please contact the RFQ Coordinator via email at osalazar@ci.olympia.wa.us. Questions via telephone will not be accepted.

MAYOR: CHERYL SELBY **MAYOR PRO TEM:** JESSICA BATEMAN **CITY MANAGER:** JAY BURNEY
COUNCILMEMBERS: JIM COOPER, CLARK GILMAN, DANI MADRONE, LISA PARSHLEY, RENATA ROLLINS

Question	Answer	Did this change the RFQ?
1. Whether companies from Outside USA can apply for this? (like,from India or Canada)	Yes, any company can apply that can comply with all Federal, State, and City of Olympia statues and codes as may be applicable to the scope of work, including all labor laws.	No
2. Whether we need to come over there for meetings?	The reality of COVID is that we do anticipate that much, or all the work will likely be done remotely.	No
3. Can we perform the tasks (related to RFP) outside US (like, from India or Canada)	Yes, any work must comply with all Federal, State, and City of Olympia statues and codes as may be applicable to the scope of work, including all labor laws.	No
4. Can we submit the proposals via email?	Yes. **INSTRUCTIONS:** The deadline for submission of proposal is **5:00 pm Pacific Standard Time, Tuesday, December 15, 2020**. Proposals shall be submitted to the City by email to the RFQ Coordinator at osalazar@ci.olympia.wa.us. The proposal must be in Word or PDF format. No faxed or mailed submittals will be accepted.	No
5. How were the Work Group members selected?	Potential Work Group members were identified using a set of desired characteristics and recommendations from City Council members, Executive Team members, and community members.	No
6. How often does the Work Group meet and work together? Is there a set meeting calendar with agendas?	The Work Group will have their first meeting in December and is anticipated to have approximately thirteen (13) meetings over the course of the project timeframe.	No
7. If the Work Group is meeting together, have they made any recommendations or decisions about the processes for inviting public comment?	At this point in time, the Work Group has not met yet.	No

8. Does the City of Olympia use Zoom or other media to host similar public events such as commission or council meetings where the public might attend?	Yes. The City has been using virtual platforms (mostly Zoom) for public meetings, such as City Council meetings and Community Town Halls, since March 2020 due to safety and health concerns. We are open to using other virtual platforms that are easy to use and accessible for a diversity of users.	No
9. Has the City of Olympia experienced any open hostility or protest again[*sic*] public demonstrations in support of equity and social justice or Black Lives Matter? If so, how has this been addressed and has the Work Group been involved.	Like most cities, Olympia experienced confrontations during the recent demonstrations and sentiments that swept through the nation. Olympia is a Capitol City and it is common that people come here to express their opinions and ideas as protected by the First Amendment. Sometimes those ideas happen in opposition. Our police department is focused on ensuring that all groups get to exercise their first amendment rights while maintaining public safety. As of this posting, the Work Group has not yet been formed and is in the process of being selected.	No
10. Is the Founding Work Group already formed or are likely candidates already identified or considered? The wording in Section A of the RFQ appears to say that identification, convening, and facilitation of the Founding Work Group is part of the scope of work, but the specific tasks outlined in Section B seem to imply that the "Work Group" is already formed and would, among other things, support selection of a contractor for this RFQ. Please clarify the current status of the Founding Work Group and whether creating that work group is the first task within this RFQ's scope of work or if the work group is already established and underway.	The Work Group is currently being selected. The creation of the Work Group will not be part of the duties and responsibilities.	No
11. Is there a page limit or preference for any of the submittals listed in Section F?	There is not a page limit or preference for the submittals.	No

12. Section F requests labor rates for each project team member but does not appear to specifically request a proposed overall cost, budget breakdown, and schedule (however, we do see the estimated value as "in the range of $30,000 to $40,000"). Please clarify if a project budget summary is requested to show level of effort and cost for each individual and/or task, or if some other form of supporting documentation is expected or required. Similarly, please clarify if there are additional City milestones or schedule targets known between now and June 2021.	We would like to see hourly rates of project team members included in a project budget summary. In the RFQ, Section C. Budget and Timeline, we note that process is proposed to be completed in June 2021. Additional milestones or schedule targets within that project timeframe will be developed in collaboration with the selected contractor, Work Group, and City staff.	No