



# Request for Proposal (RFP)

## City of Olympia | Capital of Washington State

### ACCESS AND BUILDING CONDITION ASSESSMENTS

The City of Olympia Public Works Department is currently seeking proposals from professional architectural and engineering consulting firms to conduct an Americans with Disabilities Act (ADA) Access Compliance Assessment\* and a Building Condition Assessment on existing buildings owned by the City of Olympia.

The deadline for this RFP is **4:30 p.m., February 26, 2018**. Earlier responses are welcome.

#### A. SCOPE OF SERVICES

The City of Olympia owns fifteen buildings. A list of buildings is provided in **Exhibit A: City Owned Buildings**. The consultant will inspect the buildings listed in Exhibit A and produce two stand-alone reports:

1. ADA Access Compliance Assessment\*
2. Building Condition Assessment

\*For the purposes of this RFP, Building Accessibility Assessment means the facility self-assessments required by the ADA as part of an agencies overall ADA Transition Plan.

Additional information about the scope of these reports is provided below.

#### 1. ADA Access Compliance Assessments

The Building Accessibility Assessment shall identify barriers limiting the accessibility of each building to disabled individuals and provide barrier removal solutions. Each facility shall be evaluated for compliance with Chapter 51-50 of the Washington State Administrative Code and the Federal ADA Accessibility Guidelines (ADAAG). This assessment is intended to be included as part of a Citywide ADA Transition Plan.

The Consultant shall develop report for each building based on the results of the barrier assessments. For the purposes of this document those reports will be referred to as Facility Reports. Each Facility Report shall include all requisite information necessary to comply with Title II of the ADA, including, but not limited to the following:

- Methodology for the self-evaluation of existing barriers to accessibility
- Facility diagrams locating access barriers in public buildings and on exterior grounds
- A methodology for prioritizing barrier remediation
- Details about each barrier found in the facility diagram, including digital photograph(s) of each barrier to access, and reference to code defining the barrier to access
- Recommendations for remedial measures to correct deficiencies
- Construction cost estimates for remediation measures.

**Building and surrounding element;**

Parking Areas	Adjacent Sidewalks	Curb Ramps
Ramps	Walking and Pedestrian Paths	Passenger Loading Zones
Eating/Vending Areas	Restrooms	Auditorium
Locker Rooms	Kitchen/Kitchenettes	Signs
Stairs	Transaction Counters	Fixed Benches
Drinking Fountains	Telephones	Doors
Gates	Elevators	Seating Areas
Building Levels and Lifts	Game and Sports Areas	Turnstiles
Sprinklers	Picnic Areas	Storage for Mobility Devices
Site Furnishings	Wood Stoves/Fireplaces	Hazards (overhanging and protruding features)

**Types of Spaces:**

Corridors/ Aisles
Rooms
Multiple User and Single Occupant Restrooms
Utilities and Recreation Areas
View Areas

**2. Building Condition Assessments**

The Building Condition Assessment shall be conducted on the following systems for each building:

- Building envelope;
- Structural system, including ASCE 31 seismic assessments;
- Electrical system;
- Mechanical system;
- Plumbing system;
- Emergency power and supply;
- Roof;
- Fire protection/alarms;
- Interior finishes (provide rating system only—do not inspect);
- Elevator system (if applicable); and
- Building grounds and pavement.

## B. INVENTORY DATABASE

The Consultant shall develop a database using City-approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City Staff. The database shall correlate all components of the transition plan including but not limited to Compliance and Facility Reports, Facility Diagrams, Transition Plans, Reference Drawings, Standard Drawings, and Photographs. The database shall be the property of the City of Olympia when the ADA Transition Plan compilation is complete.

## C. INFORMATION AVAILABLE FROM THE CITY

The following documents are available upon request. When requested, the City will mail a thumb drive with electronic copies of the documents listed below.

- City Facility As-Built Plans or Record Drawings (where available)
- 2008 City of Olympia Existing Buildings Condition Assessment
- 2013 City of Olympia Facility Condition Assessment

## D. PROPOSAL REQUIREMENTS

Proposals should be submitted under company letterhead/stationery with the information required in this RFP.

Submit one electronic PDF File (on CD or thumb drive) of the Proposal including the ADA Transition Plans and Building Condition Assessments requested in Section D.5. of this RFP. Hard copies are not required.

Responses should be concise and specific to this RFP and **limited to 10 single sided pages, excluding; 1) the cover letter, 2) full resumes and sample documents (specifically described below) included in appendices.** **Proposals** must include the following:

### 1. Cover letter:

Signed by an individual authorized to make commitments on behalf of the consultant.

### 2. Consultant Identification:

Provide the legal name of the firm, the firm's mailing and physical address, the names and contact information of the legally responsible principal and the primary contact person (Project Manager) for this project. Provide a brief summary of the firm's (or team's) qualifications specific to this project.

### 3. Project Understanding and Work Plan:

Explain in detail your understanding of the proposed work plan, including all anticipated tasks along with any supplemental tasks (those not specifically identified in this RFP) you deem necessary for successful completion of this project.

### 4. Quality Assurance/Quality Control (QA/QC):

Describe the team's established QA/QC program to be used throughout the Project. Provide the name, licenses and a brief bio of the person responsible for QA/QC.

**5. Related Project/Client Information:**

Provide three ADA Transition Plans or Building Condition Assessments for agencies similar to the City of Olympia and facilities similar in nature to those listed in Exhibit A of this RFP. At least one ADA Transition Plan and One Building Condition Assessment must be provided. Include the client contact person, including title, organization, address, current telephone number and e-mail address.

**6. Individual Staff Experience and Project Organization:**

Provide background of the firm/team, number of professionals (by discipline) and support staff, major focus of practice, range of services and references. This narrative must also include all sub-consultants involved.

Identify proposed key staff. Describe how the proposed team would work together and work closely with City staff.

- I. Provide an organization chart showing the project manager and key staff members for the project.
- II. Provide a brief biography and resume for each key staff member.
- III. Provide a summary of each sub-consultant, their area of responsibility and percentage of the project cost, as applicable.
- IV. Provide a realistic statement of current staffing workload commitments, additional resources of the firm, and ability of the firm(s) to respond to any request for additional or contingency services in a timely manner.
- V. Provide a statement that the departure, reassignment or substitution for any named member of the designated project team including sub-consultant(s) will not be made without the prior written approval of the City.

**7. Proposed Schedule:**

Prepare a schedule for the estimated time to complete the requirements of the project.

**8. Appendices:**

Appendices may or may not be reviewed in detail. They will not count against the stated page limit and may include:

- I. Full resumes of key staff
- II. ADA Transition Plans
- III. Building Condition Assessment

**9. Equal Benefits Compliance Form:**

Include confirmation that the proposal will comply with the City of Olympia Equal Benefits Ordinance. (See **Equal Benefits Compliance Declaration Review Form** attached as Exhibit D to this RFP).

**E. RFP SCHEDULE**

Advertisement of RFP	January 30, 2018
Due Date for Questions	February 12, 2018 @ 4:30 p.m.
Responses to Questions	February 20, 2018
<b>Due Date for RFP</b>	<b>February 26, 2018 @ 4:30 p.m.</b>
Short-listed Consultant Notification	March 9, 2018
Interviews with Short-listed Consultants	Week of March 19, 2018
Selection Notification Target Date	March 26, 2018

**F. CONTRACTOR SELECTION CRITERIA**

Proposals will be evaluated following criteria:

Project Understanding	20
Familiarity with Laws and Procedures	15
Experience/Expertise of Staff	20
Relevant Experience	20
Proposed Methodology and Schedule	10
Response of references	15
TOTAL	100 Points

All consultants submitting a proposal will be notified of our final selection. Please do not contact the City of Olympia for status on the selection process during the review period.

Each proposal will be evaluated based on the consultant's responses to the requirements of this RFP. The City's Evaluation Committee will perform evaluations, rank submittals, and make selection recommendations based on consensus. The Evaluation Committee will evaluate proposals and select the short listed contractors. The short listed consultants may, at the City's discretion, be asked to participate in a short interview process. The interview process will be coordinated with the short listed contractors upon selection.

The City will select the best qualified consultant, as determined to be the best value by the City in its sole discretion. In addition to the criteria stated above, the City's determination may consider, without limitation, the consultant's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the Work and complete the Project on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factor deemed important by the City. The City may select multiple contractors to provide Services as needed by the City.

The City reserves the right to award the contract in whole or in part if it is deemed in the City's best interests.

Any selected consultant(s) will be expected to execute a Professional Services Agreement with the City. The issuance of this RFP and the receipt and evaluation of Proposals do not obligate the City to select a contractor or enter into any agreement. No Proposal shall constitute business terms of any eventual agreement except as expressly agreed by the City. The City reserves the right to revise or cancel this RFP and the selection process. Any such revisions will be announced in writing to all proposers depending upon the timing of the change.

#### **G. CONTRACT**

The City of Olympia's Professional Services Agreement (PSA) will be the contract document for these services. A copy of the PSA may be requested for review. All prospective consultants are advised that the Equal Benefits Compliance Declaration Form (see attached Exhibit D) will be used on this contract. These contracts are subject to certification of equal benefits supplied to all employees.

## H. TITLE VI ASSURANCE

### **Title VI Assurances for Consultants, Sub-consultants, Suppliers, and Manufacturers**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**1. Compliance With Regulations** – The contractor shall comply with the Regulations Relative to Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination** – The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Olympia or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Olympia, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, City of Olympia and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as Agency or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request City of Olympia enter into such litigation to protect the interests of the City of Olympia and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **I. TERMS AND CONDITIONS**

1. Proposers assume the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposers assume responsibility for having the proposals deposited on time at City Hall. All proposals received after the designated time stated will not be considered.
2. Any errors discovered after the RFP submission deadline must remain and cannot be adjusted.
3. It is the sole responsibility to the proposers to assure that they have received the entire RFP.
4. It shall be the responsibility of each proposer to call to the attention of the City any apparent discrepancy in the RFP or any question of interpretation. Failure to do so constitutes acceptance as written.
5. The proposal, as presented, shall remain valid for a period of ninety (90) days from proposal due date.
6. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal and to negotiate with any proposer.
7. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
8. The City reserves the right to “revise” or “amend” the RFP prior to the proposal due date by “written addenda”.
9. The successful proposer will be required to sign a City 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 a City contract if mutually agreeable to both parties.
10. Insurance: See Exhibit B, Insurance Requirements.
11. All proposals submitted to the City of Olympia become the property of the City and are public record and subject to disclosure.
12. The successful proposer must comply with all Federal, State, and City of Olympia statutes 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 the firm in preparing, submitting or presenting its response to the RFP.
14. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement that does not conform to the specification contained in this RFP, and which is not approved by the City Attorney’s office.
15. 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.

16. All Proposers shall obtain a City of Olympia Business License prior to executing their contract with the City.
17. Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance and Equal Benefits Compliance Declaration (Exhibits D).  
**Note:** *No City contract can be executed until the contractor has properly completed this Declaration and submitted it to the City*

## I. INSTRUCTIONS TO PROPOSERS

Electronic proposals, on CD or thumb drive, should be delivered or mailed to:

City of Olympia Public Works Department  
Attn: Jim Rioux  
601 4th Avenue E  
Olympia, WA 98507-1967

See detailed Proposal Requirements under Section D of this RFP.

Proposals must be sealed and plainly marked.

### **Request for Proposals – City of Olympia ADA Compliance and Building Condition Assessments**

Questions related to this RFP shall be submitted in writing to Jim Rioux, Engineering Project Manager, via email at [jrioux@ci.olympia.wa.us](mailto:jrioux@ci.olympia.wa.us). **Questions via telephone will not be accepted.** All questions to this RFP must be received by **Monday February 12 at 4:30 p.m.** Pacific Local Time. Questions received after this date may not be answered. All submitted questions will be addressed via addendum. Proposer shall verify number of Addendums with Builders Exchange of Washington prior to proposal submission deadline by either calling 425-258-1303 or going on line at [www.bxwa.com](http://www.bxwa.com).

**Please note:** *if you obtain the RFP or bid documents through any other process, such as by public records request, you will NOT be added to the list of proposers/bidders and therefore, you will not receive bid addenda and other information sent to those who actually register as proposers/bidders.*



**EXHIBIT A  
CITY OWNED BUILDINGS**

No.	Building	Yr. Built	Age	Address	Square Feet	Replacement Value
1	City Hall	2011	6	601 4th Avenue E	90,000	\$ 60,162,000
2	Court Services	1975	42	900 Plum St. SE	1,550	\$ 841,000
3	Hands On Children's Museum	2012	5	414 Jefferson St. NE	28,000	\$ 19,081,000
4	Lee Creighton Justice Center	1967	50	900 Plum St. SE	26,240	\$ 17,137,000
5	Olympia Fire Department (OFD), Main Station	1992	25	100 Eastside St. NE	26,500	\$ 12,633,000
6	OFD, Eastside	1992	25	2525 22d Avenue SE	7,000	\$ 3,118,000
7	OFD, Westside	1991	26	330 Kenyon St. NW	12,000	\$ 5,884,000
8	OFD, 4th Station	2011	6	3525 Stoll Rd. SE	12,000	\$ 5,884,000
9	OFD, Command Training Center (All structures on this site)	1962	55	2200 Boulevard Rd. SE	2,000	\$ 348,000
10	OFD, Fire Training Center	2011	6	1305 Fones Rd. SE	9,050	\$ 1,022,000
11	Olympia Timberland Regional Library	1978	39	313 8th Ave. SE	22,500	\$ 8,907,000
12	The Washington Center for the Performing Arts	1985	32	512 Washington St. SE	40,600	\$ 24,977,000
13	The Olympia Center	1986	31	222 Columbia St. NW	56,147	\$ 37,533,000
14	Family Support Center	1912	105	108 State Avenue NW	14,790	\$ 8,833,000
15	Maintenance Center(All structures on this site)	1975	42	1401 Eastside St. SE	51,396	\$ 20,912,000

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

**General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of the General Requirements, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to Verification of Coverage describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier as additional insureds, and provide proof of such on the policies as required by that section as detailed in the Additional Insure Section using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in Verification of Coverage Section.

### **Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

### **Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

### **Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury each offence
- \$1,000,000 Stop Gap / Employers' Liability each accident

### **Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

### **Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$1,000,000 million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

The Agency shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

**End Exhibit B**

EXHIBIT C

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's Non-Discrimination 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 non-discrimination policy. Accordingly, each City 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. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

\_\_\_\_\_ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provisions. Please check all that apply:

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.). What type, and how often? \_\_\_\_\_
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings. What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list: \_\_\_\_\_

If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's non-discrimination ordinance constitutes a breach of contract

By signing this statement, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

\_\_\_\_\_  
(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)

**EXHIBIT D**

**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.

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I 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

**END OF RFP**