



# Request for Proposals (RFP)

## Reconnaissance-Level Architectural History Survey of Downtown Olympia

### Project Overview:

The City of Olympia seeks the services of a qualified consultant to conduct a reconnaissance-level survey of Downtown Olympia. This survey will be used to help support the City of Olympia's master planning efforts under its Downtown Strategy, which integrates areas such as economic development, land use planning, social services, climate change response, and preservation planning. In addition to traditional preservation planning approaches, the City will be considering alternative approaches such as introducing reuse zones or conservation districts. This architectural history survey is intended to provide the City with baseline information needed to make thoughtful decisions on managing change in our historic Downtown.

Partial funding for this project has been secured with a \$18,000.00 Certified Local Government (CLG) grant through Washington State's Department of Archaeology and Historic Preservation (DAHP). Additional grant funds are being sought which, if received, would bring the total project budget to up to \$23,000.00. The project area will be modified to match the final amount secured. Accordingly, the successful consultant will conduct a reconnaissance survey of all buildings located within the project area of ca. 60 blocks under current funding or ca. 75 blocks under full funding.

### Project Scope:

The focus of this study will be the pedestrian survey all buildings located within the ca. 60-/75-block project area, regardless of age. This is estimated at 180/250 properties depending on funding availability. Field study will be supplemented with information from archive sources such as Sanborn Fire Insurance Maps and historical photograph collections. This project must meet DAHP standards for Reconnaissance-Level Survey.

The primary analysis will be the evaluation of eligibility for the National Register of Historic Places (NRHP) using Criterion C for each building that is over 45 years old or older. Further analysis will include potential boundary expansion of the existing NRHP- designated Olympia Downtown Historic District.

In addition, the consultant will identify any clusters of historic buildings of interest which may not rise to the level of individual or district NRHP designation but otherwise form a notable collection of historic properties, such as those grouped character of historical use. The consultant will describe and provide justification for their method of selecting these properties and any associated boundaries in the final report.

Project deliverables are:

- A comprehensive, illustrated report including a description of research methods, context, analysis with justification, and a summary table of all properties surveyed with identifying photos and eligibility recommendations;
- DAHP Historic Property Inventory (HPI) report forms or updates\* for all properties built up to and including 1972 – estimated at 125-175;
- Digital copies of all survey photographs; &
- Two public presentations.

The consultant must meet the Secretary of the Interior's Professional Qualifications Standards for Architectural Historian.

**Proposed Project Timeline:**

<b>WORK TO BE ACCOMPLISHED</b>	<b>Estimated Starting Date</b>	<b>Estimated Completion Date</b>
Project kick-off presentation and meeting with Olympia Heritage Commission & other Downtown stakeholders		November 30, 2016
Background research & field work	December 2016	January 2017
Report drafting & HPI form input	January 2017	April 2017
Submittal of complete first draft of report & 50% of HPI forms for review by City & DAHP		April 24, 2017
Report & HPI form edit & input	April 2017	July 2017
Submittal of complete second draft of report & 100% of HPI forms for review by City & DAHP		July 3, 2017
Final report & HPI form completion	July 2017	August 2017
Final deliverables due		August 28, 2017
Final presentation to Heritage Commission & other Downtown stakeholders		September 27, 2017

**Proposal Submission:**

- 1) **Introductory letter**, including a summary of the team and their roles on the project, as well as demonstration of the team’s project understanding and approach;
- 2) **Resumes** of each member of the project team;
- 3) **Estimated project budget** for both funding possibilities (\$18,000.00 or \$23,000.00);
- 4) **References** – names and contact details; and
- 5) Indication that, if selected, they will sign our **Professional Services Agreement** (sample attached).

Submissions must be **limited to a total of six (6) pages**.

Please submit all materials by **12:00 p.m. on Monday, September 19, 2016** to:

**Michelle Sadlier**, Historic Preservation Officer  
 City of Olympia  
 PO Box 1967  
 Olympia, WA 98507  
 Email: [msadlier@ci.olympia.wa.us](mailto:msadlier@ci.olympia.wa.us) | Phone: 360.753.8031

Submitting consultants will be notified whether they have been selected as a finalist by **Friday, September 30, 2016**. Finalists will be invited for an in-person interview to take place in early October.

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*\*Completed HPI forms shall include at a minimum:*

- *Location information (including UTM’s);*
- *Surveyor and survey name;*
- *Heritage listing status (e.g., National, State or Local Register if applicable);*
- *Observable current use of the building;*
- *Observable architectural information;*
- *Brief statement of significance;*
- *Determination of Eligibility for the NRHP under Criterion C;*
- *Estimated date of construction; and*
- *Digital image*

*The forms submitted for properties recommended Eligible for the NRHP should include sufficient detail to justify the determination in the observable architectural information and statement of significance sections.*

**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 ("Contractor").

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

***(Alternative Provision:)*** Contractor 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:)*** Contractor 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 Contractor.

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 Contractor performing the Services, the City agrees to pay the Contractor 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 Contractor'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)***

B. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) calculated as follows:

- (i) Contractor'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 Contractor'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 Contractor 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 (\$\_\_\_\_\_).

C. 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 Contractor'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, thirty (30) days after receipt of such voucher or invoice.

D. Contractor Responsible for Taxes. The Contractor 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. Compliance with Laws.

Contractor 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.

6. Assurances.

The Contractor 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.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor 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 Contractor 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 Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor 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 Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor'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. Contractor 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 non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, 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, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* 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 Contractor shall execute the attached Equal Benefits Declaration - Exhibit C **(or Ex. D if there is already an Ex. C per this section)**.

9. Confidentiality.

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

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor 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 negligent acts, errors or omissions of the Contractor 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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. The Contractor 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 Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor 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. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

E. Minimum Amounts of Insurance. Contractor 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 Contractor'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 Contractor'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. Contractor 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 Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor 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 Contractor 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 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

#### 11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor 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 Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

#### 12. 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 Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, 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 vendor. If the Contractor 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 Contractor. 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 Contractor under the terms of this Contract 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 Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor 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 Contractor 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 Contractor, or which results from the failure on the part of the Contractor 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 Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

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

### 13. Books and Records.

The Contractor 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.

### 14. 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.

15. 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 Contractor 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 Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor 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 Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, 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 Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor 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 Contractor'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 Contractor 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 A.2. 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 Contractor is unable to certify to any of the statements in this certification, such Contractor 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 contract on behalf of the Contractor.**

\_\_\_\_\_  
*[Enter Name of Contractor's Company]*

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Person Signing)

\_\_\_\_\_  
(Title of Person Signing)

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

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

Date of Signature: \_\_\_\_\_

**Exhibit "B"**  
**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 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 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 employees and clients.

\_\_\_\_\_ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- 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:  
\_\_\_\_\_  
\_\_\_\_\_

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

**Failure to implement the measures specified above constitutes a breach of contract**

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

<b>Alternative Section for Sole Proprietor:</b> 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)