



**Request for Proposals
Diversity Equity and Inclusion Consultant**

Issue Date: April 3, 2023

Deadline: May 1, 2023 @ 11:00 AM

City of Bremerton

Request for Proposal for Diversity Equity and Inclusion Consultant



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Notice Inviting Proposals

RECEIPT OF PROPOSALS: Sealed Proposals for a **Diversity Equity and Inclusion Consultant** will be accepted by mail or in person by designated staff on **May 1, 2023**, between 10:30 A.M. and 11:00 A.M. PDT in front of the Norm Dicks Government Center located at 345 6th Street, Suite 100, Bremerton, WA 98337.

The City will also accept Proposals via email. Proposals via email shall be submitted to city.clerk@ci.bremerton.wa.us, with RPF Title noted on the subject line of the email to ensure proper handling and delivery. All electronic documents shall be in PDF format and shall not exceed 10 MB in size and in zipped file. It is recommended under Message Properties the box for "Request a delivery receipt for this message" be checked as this is the only method by which verification of delivery will be given. **Emailed Proposals will be received until 11:00 A.M. PDT as shown on the wall clock inside the City Clerk's office on May 1, 2023.**

Proposals received after the specified times and date specified will not be considered. Prospective Proposers are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the City of Bremerton.

OPENING OF PROPOSALS: The Proposals will be publicly opened and read via Zoom at **1:00 p.m. PDT on May 1, 2023.**

The link for the bid opening is located on the City's website at:
<http://www.bremertonwa.gov/Proposals.aspx>.

COMPLETION OF WORK: The WORK must be completed within six (6) months after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: This contract provides for Diversity, Equity and Inclusion Consulting Services.

PROPOSALS: All bid proposals must be made on the blank forms furnished in the Contract Documents. Sealed envelopes containing Proposals shall be entitled: **RFP - DEI**

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee the Total Price for a period of thirty (30) calendar days from the date of opening.

WAGE RATES: The attention of Proposers is directed to the requirements and conditions of employment to be observed and the minimum wage rates to be paid under the Contract.

PROJECT ADMINISTRATION: All communications relative to this WORK prior to opening Proposals shall be directed to:

Communication by phone/email:

Melinda Monroe

Contracts Administrator

Telephone: (360) 473-5306

Email: melinda.monroe@ci.bremerton.wa.us

Communication by mail:

Department of Finance

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345 6th Street, Suite 100
Bremerton, WA 98337
ATTN: Melinda Monroe

CITY'S RIGHTS RESERVED: The City of Bremerton reserves the right to reject any and all Proposals on any or all schedules or alternates or to waive any informalities in the bidding and shall determine which bid or Proposers is the most satisfactory and responsible bidder and shall be the sole judge thereof. No plea of mistake in the bid shall be available to the bidder as a defense to any action based upon the neglect or refusal to execute a contract.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT: In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting on behalf of the Contractor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, genetic information, or the presence of any physical, mental, or sensory disability.

ADA STATEMENT: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services, and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

The City of Bremerton in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Published:

OWMBE: [Office of Minority and Women's Business Enterprises | \(wa.gov\)](#)

City Website: www.bremertonwa.gov/Proposals.aspx

END OF NOTICE INVITING PROPOSALS

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Instructions to Proposers

Summary

The City of Bremerton is seeking professional services from qualified contractors for the purpose of Diversity, Equity & Inclusion (DEI) consulting services beginning in June 2023. The City's needs are outlined in the following request for proposal (RFP).

Timeframe

The City's intended process and timeline for selecting a contractor is as follows (subject to change):

- Issue RFP: DATE: April 3, 2023
- Deadline for Proposal Submittal DATE: May 1, 2023
- Award of Contract DATE: May 16, 2023
- Service Dates: Dates: June 1, 2023 through November 30, 2023

If at any time the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP the City will issue a written addendum to the RFP.

Pre-proposal walkthrough: There will be no pre-proposal walkthrough.

Interested firms should submit the following:

- Summary of approach to complete the Scope of Work (SOW)
- Timeline for completion of the project.
- Statement of Qualifications
- Proposal and Acknowledgement of Addenda
- Non-collusion affidavit
- Certification of non-debarment
- References
- Rate Schedule – Cost Proposal

The proposal must contain the following information:

- The names of individuals (and the names of their respective employers) who will be providing services for this project, and their areas of expertise.
- Specific experience and/or relevant certifications/licenses of all individuals relative to this proposed project meeting requirements shall be listed in the attached Technical Specifications.
- A proposed outline detailing tasks, team composition, methods, equipment used, products and project schedule, including the number of hours required to complete each task or product (if applicable) meeting requirements using the attached Technical Specifications.
- A proposed budget based on the costs associated with the tasks outlined in this RFP.
- A description of any fines or penalties issued to the firm, or any individual working on the project, and/or regulatory violations associated with DEI Consulting activities within the past ten (10) years.
- A minimum of three (3) project references. Include project name, date(s), description of project, and a contact name/telephone number.
- Proposals should not exceed twenty (20) pages in length, excluding required appendices. Pages should be numbered consecutively from one (1) through twenty (20). Resumes of key

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staff should be placed in an Appendix, and will not count towards the page limit.

- Proposals should be in an 8 ½" x 11" format with standard text no smaller than 11 point. The margins on each page should not be less than 1 inch and the line spacing should not be less than 1, excluding charts and graphics.

TERMS AND CONDITIONS

1. It is the responsibility of all proposers to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
2. The City is not responsible for any equipment or software failure that may cause delay or non-delivery of an electronic submittal. The official submission time of an electronic proposal will be as marked by Outlook in the City staff's email inbox.
3. At the appointed bid/proposal closing date and time, the City's project manager will make the proposals public.
4. It should be noted that all the material, exhibits, and data presented in this RFP and supplemental information is general in nature and shall not be deemed as representations or inducements to which the City is bound. Proposers are advised to conduct independent evaluations of all factual, financial, and legal matters upon which their Proposal is based. The City shall not be liable for Proposer's reliance on any information contained in this RFP.
5. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal and to change the selection process or timeline.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
7. 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. A copy of the contract is attached herein for review. The City reserves the right to reject any proposed agreement that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's Office.
8. The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the RFP.
9. All submitted documents are public and subject to disclosure under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Exemptions are narrow and specific. Information considered proprietary by the proposer or other information they believe is exempt from disclosure should be clearly labeled in the proposal. Upon receipt of a request for public disclosure regarding the proposal, the City will notify the proposer and proposer will have the discretionary decision whether to pursue legal action to enjoin disclosure. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.
10. City agrees not to use proposer's unique or proprietary information, nor will it implement proposer's plan to accomplish the actions outlined in this RFP unless and until the City accepts the proposal and a contract is executed with proposer.
11. Proposers shall execute an agreement with the City of Bremerton and provide proof of insurance along with their proposal response. Proposers shall ensure that they can meet the City of Bremerton minimum insurance requirements before beginning work on the project.

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Scope of Work and Project Requirements

The City of Bremerton (City) is soliciting proposals from firms interested in providing Diversity, Equity & Inclusion (DEI) consultant services. The City anticipates this contract length to be for six (6) months with two (2) separate six (6) month renewal options at the sole discretion of the City.

The successful Consultant must comply with the City equal opportunity requirements. The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, color, religion or creed, national origin, ancestry, sex, pregnancy, marital status, sexual orientation or gender identity, gender, age, disability – sensory, mental or physical, the use of a trained guide or service animal by a person with a disability, honorably discharged veteran or military status, or other protected status.

Proposed actions and basis for the request for proposal:

The City expects the following to be included in the Scope of Work and proposed budget: **Stakeholder Engagement (Internal and External); Strategic Planning; Diversity, Equity, and Inclusion Position; and Race Equity Advisory Commission.**

Stakeholder Engagement (Internal and External) - The goal is to ensure that all stakeholders have an opportunity to engage in both the creation and implementation of a DEI Strategic Plan, creation of the job description and recruitment strategy for a Diversity, Equity, and Inclusion Position, and the strategies, procedures, recommended support necessary for a race equity focused community advisory commission to effectively fulfill the commission's duties . Consultant shall engage City leaders, community members and leaders, business owners and City management and employees in an effort to build relationships with the community and to collect ideas, values, histories, and other feedback from a diverse audience and to help ensure that recommended strategies are targeted, intentional, and effective. Consultant shall create forums for people of all abilities to offer feedback, insight and to identify resources and accountability measures for inclusive engagement. (Language interpretation, ADA accommodations, analog and digital tools, days/times/venues of meetings, stipends, etc.). Additionally, evaluate the City's workplace culture using a combination of one-on-one interviews and/or surveys to assess employee and management abilities in the areas of DEI.

Strategic Planning – Based on stakeholder engagement, create and design comprehensive strategies, and a workplan to inform how we can best approach DEI throughout the City, ultimately leading to the development of a DEI Strategic Plan which includes the following:

- Recommend strategies, policies, and procedures the City can adopt to advance equality and inclusion in the community and in the workplace.
- Estimate costs and resources necessary for DEI Strategic Plan implementation, preferably with options for a phased approach.
- Evaluate opportunities and challenges using evaluation of the City's workplace culture to develop program and training recommendations.

Diversity, Equity, and Inclusion Position – The City has added a DEI position to the 2023 budget and would like the consultant to use information obtained during the stakeholder engagement to create

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the following:

- A job description for an on staff DEI position that is classified at the correct level and includes the necessary essential functions and education/experience needed to successfully manage the City's DEI program and DEI Strategic Plan implementation.
- A recruitment plan for the DEI position to ensure the City attracts qualified applicants.

Race Equity Advisory Commission – Recommend strategies, policies and procedures for community member recruitment and administrative support and resources necessary for a race equity focused community advisory commission to effectively fulfill the commission's duties as established by the City Council.

Selection Criteria

The proposals are to address and will be evaluated with the following weights given to each factor:

- Qualifications of Firm 40%
- Scope of Work Approach 30%
- Cost 30%

Qualifications and Experience. (Maximum 40%)

Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

The City will evaluate the experience, competence and qualifications of the Key Personnel identified, their specific roles and responsibilities, and overall organization of the team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity. Experience working with marginalized communities is preferred.

Include a list of recent contracts/projects in the last five (5) years, to include a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

Project Approach Narrative (Maximum 30%)

Proposals should clearly outline the team's recommended methodologies, approaches, and roles and responsibilities for how the work will be accomplished:

Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the services required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.

Schedule: Outline the team's experience providing the requested services within the stated schedule and describe how the team is able to respond to the City's request for services.

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- Coordination & Communication: Provide a plan for communications and coordination between the project team, employees, the community, and the various stakeholders.
- Risks: What risks that are beyond your control do you see in providing this service and how would you mitigate them?
- Include a timeline for accomplishing the projects outlined in the scope of services.

Compensation (Maximum 30%)

Use the Cost Proposal Form to present detailed information on the firm's proposed fee structure for all resources for the services proposed.

All firms must have active Washington State business license and UBI number, current insurance and agree to register with the City of Bremerton Tax and License Department.

Project Funding: The anticipated cost for the services described herein is \$20,000 to \$35,000.

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Forms

STATEMENT OF QUALIFICATIONS

Name of Contractor: _____

Current UBI: _____

City of Bremerton License number: _____

Address: _____

Employment Security Department number: _____

EIN Employer Number: _____

Telephone and Contact person for this Bid: _____

Type of work licensed to perform: _____

List of three contracts of similar size and activity completed in the last ten years.

- 1)
- 2)
- 3)

Bank Reference (Name of Bank/ Years Account owned/Bank contact name, title, phone number);

Do you have any litigation action related to a municipal contract in the last 10 years? Y/N _____

Disposition outcome: _____

Proposer name

Signature: _____

Title: _____

Date: _____

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CERTIFICATION OF NON-DEBARMENT AND SUSPENSION

INSTRUCTIONS TO PROPOSERS: THIS FORM SHALL BE EXECUTED UPON REQUEST OF THE CITY

THE CONTRACTOR SHALL MAKE COPIES AND DISTRIBUTE THIS FORM TO ALL SUBCONTRACTORS. SUBCONTRACTORS MUST SUBMIT THIS FORM TO THE CITY PRIOR TO PERFORMING ANY WORK .

As a prospective contractor for working with the City of Bremerton and as a requirement of your submittal, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order AND the Washington State RCW 39.26.200

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Washington state RCW 39.26.200 authorizes the director to fine or debar any contractor that hold convictions, violations or failures as outlined in RCW 39.26.200.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any Washington state agency. If, at any time during the term of the contract, such condition occurs the Contractor will notify the City without delay.

CERTIFICATION: I, the undersigned, certify that the information above is true and complete to the best of my knowledge and belief.

Company Name

Name and Title of Signer (please type or print clearly)

Signature

Date

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REFERENCES

Submit three (3) references for projects of similar size and complexity with a government agency. The work shall have been performed within the last five (5) years. For each reference, include the following information:

Project Name		Project Location/Address	
Description of Work			
Contract Amount	Project Owner/Agency		Completion Date
Owner/Agency Representative	Address		Phone Number

Project Name		Project Location/Address	
Description of Work			
Contract Amount	Project Owner/Agency		Completion Date
Owner/Agency Representative	Address		Phone Number

Project Name		Project Location/Address	
Description of Work			
Contract Amount	Project Owner/Agency		Completion Date
Owner/Agency Representative	Address		Phone Number

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COST PROPOSAL			
PROJECT TITLE			
<p>The Cost Proposal must be completed by the Proposer by filling in each blank in dollars and cents with numerals only. Failure to do so will render the proposal non-responsive and will cause its rejection. Reference Measurement and Payment description in the section Instructions to Proposers for description of tasks. Please include applicable sales tax in estimate.</p>			
TASK	Estimated Hours to Complete	Hourly Rate (\$)	Extended Cost (\$)
Project Management (lump sum)	----	----	
Travel (lump sum)	----	----	
Task 1			
Task 2			
SUBTOTAL 1			
FORCE ACCOUNT			
SUBTOTAL 2 (SUBTOTAL 1 + FORCE ACCOUNT)			
SALES TAX AT 9% ON SUBTOTAL 2			
TOTAL PRICE (SUBTOTAL 2 + SALES TAX)			

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PROFESSIONAL SERVICES AGREEMENT [Insert project/contract name and ID number.]

The City of Bremerton (“City”) and _____ (“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated _____, 2023, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement. At the City’s sole discretion and upon mutual agreement of the Parties, this Agreement may be renewed for two (2) additional terms of six (6) month each, for a total of twelve (12) months of renewal options in addition to the initial term of the Agreement. The Parties contemplate additional compensation for the renewal term(s) will be required, and therefore must also be mutually agreed upon.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$_____. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant

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to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to 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

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negligence of the Consultant and the City, its officers, officials, employees, agents 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

VI. Insurance: 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, employees, sub-consultants or sub-contractors.

Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Consultant's Commercial General Liability insurance shall contain a clause stating that

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coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or contractors (sub-consultants or sub-contractors) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-contractor meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

VII. General Conditions:

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in _____, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect

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to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in _____, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:

CITY:

Attn: _____
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Notices to be sent to:

CONSULTANT:

Attn: _____

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

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K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

VIII. Equal Employment Opportunity Statement: In the hiring of employees for the performance of work under this Agreement, the Consultant, its subcontractors, or any person acting on behalf of Consultant shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

IX. ADA Statement: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall

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Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

XI. Suspension & Debarment. For contracts involving Federal funding, Consultant hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

CONSULTANT:

CITY OF BREMERTON

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

Kylie J. Finnell, Bremerton City Attorney

Angela Hoover, City Clerk