

Salt Lake City Corporation

Request for Proposal, RFP No. SLCI20065

FACILITATOR FOR THE COMMISSION ON RACIAL EQUITY IN POLICING

OFFICE OF THE MAYOR

Specification No. MA075, Contract No. 08-1-20-2470, Rev. June 30, 2020/jm/kh

INFORMATION & REQUIREMENTS

I. OBJECTIVE

Salt Lake City (the City) is launching the Commission on Racial Equity in Policing (The Commission) to quickly begin the work of examining the current policies, programs, culture and budget of the Salt Lake City Police Department. The City seeks an independent facilitator to assist this Commission in its work, coordinate with City staff on commission-requested research and information, help produce a final work product, and advise the City communications team on how to convey information in a transparent and accountable way to the public throughout the process.

II. ABOUT THE COMMISSION

The Commission will be comprised of individuals who represent a broad and diverse range of communities of color, expertise, and viewpoints in Salt Lake City. The Commission's core committee members will be selected by the Mayor and City Council and will be asked to lead in the structure of the Commission, invite others to participate (supported by the selected facilitator) and to create the space for productive and inclusive discourse with the broad group of Commissioners and the diversity of opinions therein.

The Commission, led by the six core members and assisted by the selected facilitator, will be asked to:

- Select a chair of the commission
- Hold community listening sessions
- Create a community charter with advocates and community members that sets out the expectations and “ground rules” for the Commission’s process and desired work product
- Explore existing SLCPD policies, budget and community programs with the assistance of City staff
- Evaluate national best-practice policies for alignment with SLCPD policies, potentially consider new policy approaches
- Make recommendations to the Mayor and City Council on SLC Police Department policy, programs and budget

The Commission may also determine other objectives and priorities, including but not limited to:

- Recommending ways to more meaningfully work with the Community Advocates Group and other community members
- Reviewing the Civilian Review Board's role, processes, and policies and compare with recognized best practices for civilian review and oversight within the context of existing state statute
- Identify and recommend ways to increase diversity in the police department

The Commission will be asked to provide monthly reports, either verbally or in writing, to the Mayor and City Council. It will also be asked to produce a final report by July 1, 2021 that includes the following elements:

- Policy recommendations
- Programmatic and budget recommendations
- A recommendation on next steps to ensure that the work of the Commission continues. Those next steps may include, for example, a recommendation that the Commission become a recognized, permanent body under City ordinance; a recommendation that a current City entity such as the Human Rights Commission or the Police Civilian Review Board create a division to address racial equity in policing; or a different structure or mechanism entirely

The Commission and the selected facilitator will be assisted by City staff who will be equipped to perform research, obtain documents, set up meetings, and provide other administrative and logistical support as needed.

Facilitator expectations:

The selected facilitator will assist the Commission, led by the Commission co-chairs, to:

- Build commission membership and staff and facilitate the logistics of all meetings
- Structure and hold a series of listening sessions with the community to provide a forum for people to share and discuss their experiences with the SLPD
- Draft a community charter or compact that identifies the objectives of the Commission
- Prepare monthly verbal or written reports to the Mayor and City Council
- Facilitate consensus in the creation of the work product recommendations
- Draft a final work product
- Advise and assist the City's communications team on how to publicly communicate the goals, work, process, and products of the Commission to the general public throughout the process

The selected facilitator shall enter into a professional services agreement with the City which includes the City's standard terms and conditions as provided for in the attached **SAMPLE AGREEMENT**, Attachment 3.

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 5 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional selection.

For policies in Paragraph 5 that require you to list Salt Lake City Corporation as an additional insured, you will be required to have the policy endorsed to provide either 30-days “Notice of Cancellation to a Third Party” or 30-days “Notice of Material Change to a Third Party.” A copy of the endorsement must be provided with the Certificate of Insurance. (Note: Either endorsement may be conditioned to allow 10-days notice if the reason for the cancellation is non-payment of premiums)

IV. PROPOSAL SUBMISSION

Submission Deadline: **10:00 a.m., Wednesday, July 15, 2020.**

Proposals received after this deadline will not be considered. **Please do not include all pages of this RFP document with your response. Include only the response sections described below**

PROPOSAL CONTENT

- Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the offeror contractually.
- Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of **ATTACHMENT 1**. Please follow the instructions provided there.

ELECTRONIC SUBMISSION REQUIRED

Upload your cover sheet and response document as described above, compiled primarily into a ***SINGLE PDF file**, to the Utah Public Procurement Place (U3P) website. See Paragraph V below for the U3P website and registration information. Proposal must be uploaded, and the electronic submission completed by the time and date specified. (*Other uploaded documents such as an exceptions document, declarations of confidentiality, or other reference documents related to the primary response criteria are allowed but should be minimal)

MORE INFORMATION FOR ELECTRONIC SUBMISSIONS:

Responses through the U3P website require uploading of electronic attachments. The U3P site will accept a variety of document types such as Word, Excel, and PDF attachments but not all. You **MAY NOT** submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your response to be deemed as "non-responsive". After uploading your response file, offerors **MUST** go to "Review and Submit" and click "SUBMIT RESPONSE" to complete the process.

Please allow sufficient time to complete your initial registration, any online forms and upload documents. The solicitation will end at the closing time published. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your response will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

Even after an offeror is selected for award, no information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded. When the formal contract has been awarded, the name of the company awarded the contract will be listed on the U3P website.

V. **REGISTER FOR NOTIFICATION OF BID OR RFP ADDENDA and ELECTRONIC SUBMISSION**

It is the bidder's/offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents. Registration is also required for electronic submission.

Bidder/offeror must complete a one-time registration by providing their company information through the Jaggaer (formerly SciQuest) Utah Supplier Portal. Click this link: [Supplier Login/Join SciQuest Supplier Network](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah) or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the bidder/offeror may go to this link: [Utah Public Procurement Place](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) (U3P) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, to search and select any Bid or RFP project listed, log-in, download the project documents, ask questions, confirm an intent to respond, and respond to solicitations published there. Failure to register and log-in with an intent to respond to a Bid or RFP constitutes an automatic waiver of bidder's/offeror's right to receive a direct notification of any changes, corrections or addenda for a Bid or RFP.

VI. **QUESTIONS AND CLARIFICATION**

If offerors have questions, need clarification of provisions, or think the City has omitted anything from this Request for Proposal (RFP) which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall contact and provide the questions or input to the Purchasing & Contracts Management Division in writing by the deadline for questions set forth below.

The City's **designated contact person** for questions or additional information concerning the services specified in this RFP, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is Karl Harward in the Purchasing and Contracts Management Division: telephone (801) 535-6451; TDD (801) 535-6021; e-mail karl.harward@slcgov.com.

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the offeror orally. All questions requesting clarification or interpretation of any section or sections of this RFP must be submitted online through the U3P website prior to **10:00 am, Wednesday, July 8, 2020**. Website links are shown in Section V above.

Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the RFP document(s), the City will issue a written addendum. Any Q & A information and/or written addendums issued by the City shall be

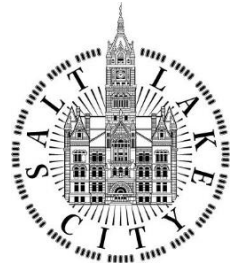
available for interested offerors to view or download through the U3P website within three (3) working days following the above referenced deadline.

Offerors or their agents are instructed not to contact selection committee members, City official or employees, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify offerors who violate this Paragraph.

ATTACHMENT 1

Proposal Response Cover Sheet RFP No. SLCI20065

PROPOSAL FOR FACILITATOR FOR THE COMMISSION OF RACIAL EQUITY IN POLICING



TO: Salt Lake City Corporation
Chief Procurement Officer

The undersigned, having carefully read and considered the Request for Proposal to provide a **Facilitator for the Commission of Racial Equity in Policing**, for the Office of the Mayor, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal. By signing and submitting this proposal, Offeror acknowledges that it has viewed all materials published on the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) for this solicitation, including any addenda to this RFP.

OFFEROR

Company Name: _____

Doing business as: [] **an individual** [] **a partnership** [] **a corporation** [] **a limited liability company** (*mark appropriate box*), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

Email Address _____

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT (5) PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

FACILITATOR FOR THE COMMISSION OF RACIAL EQUITY IN POLICING

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. QUALIFICATIONS

- A. A statement of your experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.
- If applicable, identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- C. Detail your qualifications and capability to perform the services sought by this RFP, by including a description of relevant experience with projects that are similar in nature, size, and scope. Include the dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- D. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.
- E. Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- F. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO PROJECT SERVICES

- A. Provide a statement of your understanding of the services needed and a high-level general description of your proposed approach to the scope of services as described in Pages 1 and 2 of this RFP.
- B. Provide a detailed work plan outlining each required task necessary for facilitation of services that will bring forth the objectives of the Commission as described in this RFP. This should include a general project schedule that identifies all tasks, activities, deliverables, and milestones offeror proposes to carry out for the project and a time of completion (measured from project start date) for each. It is estimated that this work will be completed within one year.
- C. State the number of days following the City's authorization to proceed by which offeror will be ready to start the work, including any mobilization time.
- D. Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.
- E. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to a comprehensive strategy to address racial equity in policing . If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected contractor, please explain what modifications would be necessary to achieve such better pricing and/or service.

III. PROPOSED FEES

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

- A. State an offered not-to-exceed price for the project.
- B. In addition, itemize the cost of project work items providing a detailed cost proposal which includes 1) a line-item breakdown of the costs for specific services and work products proposed, and 2) a statement of staff hourly rates. The proposed price must include all costs that will be charged to Salt Lake City for the services and tangible work products that the offeror proposes to perform and deliver to complete the project.
- C. State any expectations regarding progress payments during the project timeline.

IV. OTHER REQUIRED INFORMATION & MATERIALS

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in **Section V of Attachment 2, General Proposal Instructions &**

Information. However, any exceptions submitted may render the submission as non-responsive to the requirements listed. Include a response to this item stating whether you have, or have not, included any exceptions.

- B. Interest in sustainability, recycling, and other environmental matters. The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability plan, program or policy and, if so, please attach a copy to your proposal. Any sustainability plan, program or policy should address recycling, re-use of materials, and reduction of waste. Please describe any environmentally-friendly measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.
- C. Electronic payment. The City is encouraging offerors to accept electronic payments using a process whereby vendors can receive payments and remittance advices electronically. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; (2) your policy, if any, regarding electronic payments; and (3) your discount, if any, for electronic payments.
- D. City Ethics Requirement. Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

It is the City's policy that City employees are prohibited from personally accepting gifts, incentives, or marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

- D. Suppliers are hereby informed of the City's requirement to comply with [Utah Code Title 63G Chapter 12](#), which requires a contractor to register and participate in the [federal Status Verification System](#) to enter into a contract for services with a Utah public agency. Please state whether your firm is registered and participating in the federal Status Verification System to verify the work eligibility status of new employees that are, or will be, employed and performing work in Utah. If your firm is not currently

registered and participating in the federal Status Verification System, describe how you will meet this requirement if your firm is selected for a conditional award from this solicitation.

- F. Interest in Benefit Corporation and Benefit LLC designations. The City has an interest in doing business with suppliers that have received the Benefit Corporation or Benefit LLC designation from the State of Utah. The “Benefit” designation is for corporations and LLCs that want to consider society and the environment in addition to profit in its decision-making process. Benefit Corporations/LLCs are different from traditional Corporations/LLCs in their purpose, accountability and transparency. The purpose of a Benefit Corporation/LLC is to create public benefit, which is defined as a material positive impact on society and the environment. Please state whether your firm has received the “Benefit” designation, and if so, please attach a copy of your annual benefit report to your proposal.

NOTE: Information about these designations may be accessed at:

Benefit Corporation: <https://corporations.utah.gov/business/bc.html>

Benefit LLC: <https://corporations.utah.gov/business/blc.html>

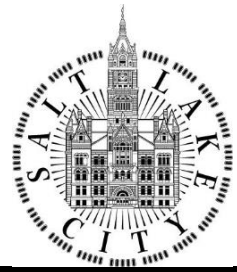
- G. Describe your firm’s approach to encouraging minorities and women to succeed in leadership positions within your firm. What benefits does your firm derive from this? How do your clients benefit from your firm’s approach on this topic?
- H. Value-Based Procurement. The City has determined that it obtains better value from contracted services when certain practices enhance a Contractor’s or Consultant’s work environment. Some consideration will be incorporated into the scoring of proposals for the following criteria. Please respond to the following:
1. Has your company adopted a written policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation?
 2. Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of Utah Code Title 35A, Chapter 6 and the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?
 3. Has your company adopted and implemented a written company policy creating a drug-testing program for pre-employment, and for testing based on “cause,” consistent with the requirements stated in Utah Code Title 34, Chapter 38 (private employees), Title 34, Chapter 41 (local government), or Title 67, Chapter 19 (state)?
 4. Does offeror have a fixed office or distribution point within Salt Lake City boundaries, (ii) possess a Salt Lake City business license stating a Salt Lake City address, (iii) employ no more than thirty (30) full-time employees (meaning employees working at least forty (40) hours per week for fifty (50) weeks per year), and (iv) have annual gross revenues not in excess of \$1 million (must meet all four requirements to respond “yes”)?

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONTRACTORS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PURSUANT TO REQUIREMENTS OF PARAGRAPH D ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

ATTACHMENT 2

General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) website at:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

I. AWARD BY WRITTEN AGREEMENT

The selected offeror shall be required to enter into a written agreement in substantially the form of the attached **SAMPLE AGREEMENT (ATTACHMENT 3)** which shall be the basic form used to develop the final agreement.

- Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If you have questions or concerns about any provision, please contact the City's contact person as directed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS.

II. PREPARATION OF PROPOSALS

- Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- Cost Of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection Of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Purchasing & Contracts Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure To Submit A Proposal. Failure to submit a proposal (or to advise the City Purchasing & Contracts Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** Exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

VI. CONFIDENTIALITY

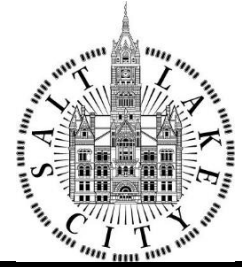
All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated (“GRAMA”). The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of business confidentiality containing a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offeror’s proposal, and will not consider a claim of confidentiality, unless the offeror’s claim of confidentiality is made in a timely basis and in accordance with GRAMA.**

VII. GOVERNING CODE AND RULES

The City’s procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

ATTACHMENT 3

SAMPLE AGREEMENT



The Sample Agreement will be subject to review and modification by the City -
Attorney's Office.

CONTRACT NO. 08-1-20-2470

Rev. /_

SAMPLE AGREEMENT

FACILITATOR FOR THE COMMISSION ON RACIAL EQUITY IN POLICING

FOR THE SALT LAKE CITY MAYOR'S OFFICE

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and Ø, a _ ("Consultant"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Consultant desires to provide certain facilitation services for the Commission on Racial Equity in Policing, for City Mayor's Office.
2. City desires to engage Consultant for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Consultant shall provide certain facilitation services for the Commission on Racial Equity in Policing, for City Mayor's Office, as described in Exhibit "A" commencing as of the date of this Agreement and continuing for one (1) year or until such time the project objectives are completed as determined by City. This is a non-exclusive contract and City reserves the right to acquire the services or equipment, at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.
2. For services provided to City, Consultant shall be paid as specified under Exhibit "B" (Price Schedule).

3. For such consideration, Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following indemnification requirements apply to this Agreement:

A. Consultant shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Consultant's intentional, reckless, or negligent performance hereunder. Consultant's duty to defend City shall exist regardless of whether City or Consultant may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Consultant, and Consultant is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Consultant shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Consultant to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Consultant's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Consultant. City has no responsibility for any equipment maintenance, or for Consultant's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

5. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Consultant shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Consultant shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Consultant hereunder.

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

B. REQUIRED INSURANCE POLICIES. Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(Note: Unless other limits, types of insurance, or terms are agreed to by the City Attorney's Office, the following are the insurance requirements that will be required for this Agreement.)

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Consultant's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Consultant shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general aggregate and \$1,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Consultant, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Consultant's operations under this Agreement, whether performed by Consultant itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent Consultants, products and completed operations.

(3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement in the minimum amount of a combined single limit of \$500,000 per occurrence or \$100,000 liability per person, \$300,000 liability per occurrence, and \$50,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Consultant shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(4) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual aggregate limit.

6. Consultant shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

7. City may terminate this Agreement for any reason, and without any liability therefor, upon giving Consultant 30 days prior written notice. Such notice shall be sent to the last known address of Consultant.

8. City may, without prejudice to any right or remedy, and without the necessity of giving the 30 day notice provided in paragraph 7 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven days after written notice from City of such failure.

9. If this Agreement is terminated as provided herein, City shall pay Consultant on the basis of actual services satisfactorily performed as calculated by City.

10. Consultant, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Consultant represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Consultant pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with

Consultant. Any materials for which Consultant claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Consultant's claim of business confidentiality. City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of business confidentiality. Consultant may, at Consultant's sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Consultant is not an employee of City for any purpose whatsoever. Consultant is an independent Consultant at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Attn.: City Contracts Administrator, Purchasing

(For U.S. Postal Service delivery)

P.O. Box 145455
Salt Lake City, UT 84114-5455

-OR-

(For hand delivery or express courier delivery)

451 South State Street, Room 235
Salt Lake City, UT 84111

With a copy to:

City: Salt Lake City Corporation
Mayor's Office, Attn: Sandy Casement
P.O. Box 145474
Salt Lake City, UT 84114-5474

Consultant: Ø
Attention:
—
—

15. This Agreement may be assigned by either party but only with the prior written consent of the other party.

16. Consultant's obligations are solely to City and City's obligations are solely to Consultant. This Agreement shall confer no third party rights whatsoever.

17. Consultant certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Consultant must notify City's Contracts Administrator within thirty (30) days if Consultant has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

18. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Consultant and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Consultant's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Consultant that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

(Signature page follows)

EXHIBIT “A”

SCOPE OF WORK

FACILITATOR FOR THE COMMISSION ON RACIAL EQUITY IN POLICING

I. GENERAL

- A. Consultant, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.corporations.utah.gov .

- B. Consultant shall assume full responsibility for damage to City property caused by Consultant's employees or equipment as determined by designated City personnel.
- C. Consultant shall be solely responsible for the safety of Consultant's employees and others relative to Consultant's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Consultant shall possess and keep in force all licenses and permits required to perform services under this Agreement.

II. RESPONSIBILITIES OF CONSULTANT

(This is a draft outline of the responsibilities of the consultant and shall be revised during the contracting process to incorporate certain proposed approach elements or service offerings from the selected proposal)

- A. Overview: Consultant shall act as a Facilitator for the Commission on Racial Equity in Policing (the Commission) *as described in the paragraph below. Consultant shall assist the Commission in its work, coordinate with City staff on commission-requested research and information, help produce final work product, and advise City’s communication team on how to convey information in a transparent and accountable way to the public throughout the process. Services which shall include, but not be limited to, the following

*The Commission will comprise of individuals who represent a broad and diverse range of communities of color in Salt Lake City. The Commission's co-chairs will be selected by the Mayor and City Council and will be asked to lead in the structure of the Commission, invite others to participate (supported by Consultant) and to create the space for productive and inclusive discourse with the broad group of Commissioners and the diversity of opinions therein.

B. Consultant shall assist the Commission in the following areas:

1. Structure and hold a series of listening sessions with the community to provide a forum for people to share and discuss their experiences with the SLPD.
2. Creation of a community charter with advocates and community members that sets out the expectations and “ground rules” for the Commission’s process and desired work product.
3. Draft a community charter or compact that identifies the objectives of the Commission.
4. Explore existing SLCPD policies, budget and community programs with the assistance of City staff.
5. Evaluate national best-practice policies for alignment with SLCPD policies, potentially consider new policy approaches.
6. Make recommendations to the Mayor and City Council on SLC Police Department policy, programs and budget.
7. Build commission membership and staff and facilitate the logistics of meetings.
8. Prepare monthly verbal or written reports to the Mayor and City Council.
9. Facilitate consensus in the creation of the work product recommendations.
10. Draft a final work product.
11. Advise and assist the City’s communications team on how to publicly communicate the goals, work, process, and products of the Commission to the general public throughout the process.

The Commission may also determine other objectives and priorities, including but not limited to:

1. Recommending ways to more meaningfully work with the Community Advocates Group and other community members.
2. Reviewing the Civilian Review Board’s role, processes, and policies and compare with recognized best practices for civilian review and oversight within the context of existing state statute.
3. Identify and recommend ways to increase diversity in the police department.

C. Reporting: Consultant shall assist the Commission in providing monthly reports, either verbally or in writing, to the Mayor and City Council, and a final report by July 1, 2021 that includes the following elements:

- Policy recommendations

- Programmatic and budget recommendations
 - A recommendation on next steps to ensure that the work of the Commission continues. Those next steps may include, for example, a recommendation that the Commission become a recognized, permanent body under City ordinance; a recommendation that a current City entity such as the Human Rights Commission or the Police Civilian Review Board create a division to address racial equity in policing; or a different structure or mechanism entirely
- D. City Support: City staff shall assist the Commission and Consultant by providing research, obtaining documents, setting up meetings, and shall provide other administrative and logistical support as needed.

Possible additions:

- E. Hours and Location of Work
Services shall occur both in-person (in Salt Lake City) and remotely (by phone, email, virtual, and online)
- F. Reporting and Coordination of Commission objectives.
Consultant shall report to the Mayor’s Office on a regular basis regarding the status of the ongoing objectives of the Commission. At a minimum, Consultant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.

III. DELIVERABLES

The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Consultant, its employees and consultants, shall be the property of City on which City shall own the copyright. Consultant may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

IV. DISCLOSURE OF CITY RECORDS

Because City shall own the documents generated by Consultant pursuant to this Agreement, Consultant shall not, without written approval by City, disclose publicly said records. Consultant understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of City or others only on a need to know basis.

EXHIBIT “B”

PRICE SCHEDULE

FACILITATOR FOR THE COMMISSION ON RACIAL EQUITY IN POLICING

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- E. Prices stated shall be firm for the full term of this Agreement, including any renewal terms.

II. FEES

(Fee elements and timeline to be shown here for final contract)

- A. *The total combined price to be paid for all services provided by Consultant pursuant to this Agreement shall not exceed \$_____.*
- B. *Detailed Fees and Timeline:*

III. INVOICING AND PAYMENT

City shall pay Consultant for all products and services provided by Consultant pursuant to this Agreement. Consultant shall submit a written invoice for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Consultant shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

Invoices shall be submitted to: Salt Lake City Corporation
Mayor’s Office, Attn.: Sandy Casement
P.O. Box 145474
Salt Lake City, UT 84114-5474