

THE CITY OF SEATTLE LEGISLATIVE DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

to

**CONDUCT AN EVALUATION OF THREE
PUBLIC SAFETY/CRIMINAL JUSTICE PILOT PROJECTS (CLEAN
DREAMS/CURB, GOTS, and Co-STAR)**

Released: March 13, 2009

Proposals Due: March 23, 2009

NOTE: This is a reissue of an RFP that was originally released by the Legislative Department on February 10, 2009.

Background

In 2006, the City of Seattle launched three public safety pilot projects: Clean Dreams (replaced in early 2008 by Communities Uniting Rainier Beach, or CURB), Get Off the Streets (GOTS), and Court Specialized Treatment and Access to Recovery Services (Co-STAR).

- CURB is a peer outreach, service intervention, and case management program for young adults in Rainier Beach who are involved in low-level criminal activity.
- GOTS offers similar services to adults in the Central Area who are continually involved in the criminal justice system.
- Co-STAR was designed as a longer-term strategy to reduce recidivism by providing housing, treatment, and other services to individuals who create public safety concerns in the downtown area. The program provides participants with housing and supportive services in several neighborhoods throughout the City of Seattle, including, but not limited to, downtown.

CURB, GOTS, and Co-STAR are funded by the City of Seattle and administered by nonprofit human services organizations. The lead service provider for GOTS is Seattle Neighborhood Group. For Co-STAR, the lead provider is Sound Mental Health. CURB is administered by the People of Color Against AIDS Network (POCAAN). Street Outreach Services was the lead service provider for Clean Dreams until the end of 2007, when the program was renamed as CURB and assigned to POCAAN.

Last fall, as part of its annual budget process, the Seattle City Council authorized full funding for the three programs for 2009 at total a cost of more than \$1.1 million. In order to determine whether the City should continue to support these programs in 2010 and beyond, the City's Legislative Department is hiring a consultant to evaluate whether CURB, GOTS, and Co-STAR are achieving their intended outcomes (see Section 1). The evaluation will be overseen and managed by staff from the Legislative Department with assistance from the City's Human Services Department, the Seattle Municipal Court, and the Seattle Police Department.

Section 1. Project Purpose

The primary purpose of this evaluation project is to provide the Seattle City Council with an independent assessment of the Clean Dreams/CURB, GOTS, and Co-STAR programs. The selected consultant will be asked to conclude whether the programs' results over the past three years make them worthwhile investments for the City. All three programs were designed to improve public safety, reduce recidivism among people that are frequently involved in the criminal justice system, and link law enforcement with human services by providing participants with access to housing, treatment, and employment services.

Since Clean Dreams/CURB, GOTS, and Co-STAR were launched in 2006, staff from the Human Services Department have utilized a series of indicators to track each

program's progress toward achieving these goals. A list of the indicators is provided below and the selected consultant will be asked to consider the outcomes reported to the Human Services Department as part of their evaluation. (Human Services Department staff will provide the consultant with the available data.)

2006 Evaluative Indicators

1. Program participants ("clients") are referred to appropriate housing, placed in housing, and still housed at 60 and 90 days and at the time of the evaluation.
2. Clients sign individual case management plans.
3. Clients complete or are actively engaged in completing their case management plans by the time of the evaluation.
4. Clients that are referred to drug/alcohol treatment enter and complete treatment (or are still in treatment) by the time of the evaluation.
5. Clients that are referred to mental health treatment enter and complete treatment (or are still in treatment) by the time of the evaluation.
6. Clients participating in the programs have not reappeared in the criminal justice system on new charges by the time of the evaluation.
7. Public safety is improved in the affected neighborhoods following the initiation and implementation of the pilot programs. (Given the small scale of these programs, general crime statistics may be of limited use. It is likely that the selected consultant will also need to obtain information from community meetings, progress reports completed by the service providers, and/or surveys of local businesses and residents in order to assess how local perceptions of public safety have changed since the initiation of the pilot programs.)

In addition to the indicators listed above, the selected consultant will also be asked to determine whether the City's investments in Clean Dreams/CURB, GOTS, and Co-STAR resulted in overall cost savings to the criminal justice system. Costs to be evaluated should include, but need not be limited to, booking expenses, jail use, and legal/court fees. The consultant should also assess whether participation in any of the three programs affects the types of crimes (felonies, misdemeanors, etc.) committed by clients after their enrollment. To the extent that the available data do not provide the information needed for a full program review, a qualitative assessment of program effectiveness will be valuable for the City.

As part of a qualitative assessment, the consultant could evaluate whether the nonprofit organizations that administer the programs have successfully accessed and leveraged outside (non-City) resources. The consultant could also assess whether or how the provider organizations use incentives to encourage ongoing client participation in the programs. The consultant will also be requested to develop additional evaluative

criteria, as appropriate. If the evaluation reveals that CURB, GOTS, and/or Co-STAR are performing reasonably well, the consultant should identify ways in which the City could improve program effectiveness in the future.

Section 2. Scope of Work

The selected consultant will be expected to complete all tasks associated with this evaluation project by July 30, 2009.

1. Data Collection and Analysis

In order to evaluate the pilot programs using the benchmarks described in Section 1, the selected consultant will need to complete a significant amount of data analysis. Much of the necessary data and information will be provided to the consultant by the Legislative Department and the Human Services Department. In order to provide the selected consultant with sufficient time and funding to complete the balance of this project, Legislative Department staff will be available to assist with this portion of the evaluation.

2. Site Visits, Interviews, and Literature Review

In addition to completing data analysis, the selected consultant will be expected to complete qualitative work as part of their evaluation. This may include site visits to service provider organizations and outreach locations, interviews with program staff and clients, meetings with community groups, and other activities. The consultant will also review relevant written reports, memorandums, and other documents that City and program staff have prepared since Clean Dreams/CURB, GOTS, and Co-STAR were launched in 2006. A comparison to the “best practices” of similar programs in other jurisdictions will also be worthwhile.

3. Progress Updates

The selected consultant will be asked to provide Councilmembers and staff with periodic verbal and written updates on their progress.

4. Final Report

The final work products for this project will include a written evaluation report and a presentation to the City Council’s Public Safety, Human Services, and Education Committee. Additional presentations may be required per the Council’s request.

Section 3. Information Available to the Consultant from the City of Seattle

The Legislative Department, with assistance from Human Services Department staff, will provide the selected consultant with information that will assist in the completion of the evaluation. The Legislative Department is prepared to provide the consultant with the following:

1. Current jail records for all program participants (names will be removed).

2. Copies of relevant staff memos, budget documents, and legislation.
3. Copies of the City's contracts with the nonprofit service providers that administer the pilot programs.
4. Copies of the program data and the monthly and annual progress reports that the City has received from the service providers.

Proposers should identify in their response to this RFP any additional information that the Legislative Department and/or the nonprofit service providers could provide to assist with the completion of the evaluation.

Section 4. Project Management

The evaluation will be overseen and managed by staff from the Legislative Department. The consultant will be asked to provide regular progress updates and briefings to Legislative Department staff, including members of the Seattle City Council, and formal presentations at one or more City Council committee meetings.

Section 5. Selection Schedule

The Legislative Department intends to complete its selection of a consultant according to the following schedule:

Schedule for Selection of Consultant

Date	Milestone
March 13	Legislative Department reissues RFP
March 23	Proposals due
March 23 - April 3	Review of proposals, including possible requests for additional information and/or consultant interviews
April 3 - April 17	Legislative Department selects consultant and contract is executed

Section 6. Budget

The Legislative Department has approximately \$60,000 in funding available for this evaluation. Additional funding may be available if necessary to complete a thorough evaluation of the three programs. Proposers must provide hourly rates for all assigned staff, estimated hours for each staff member, the overall level of effort required, the total cost to address the proposed scope of work, and a proposed schedule.

Section 7. Qualifications, Areas of Expertise, and Independence

The selected consultant should have extensive professional experience evaluating public safety, criminal justice and/or human services programs in urban neighborhoods. Proposers should provide a brief summary of their experience in these areas, a list of at least three recent projects that have contributed to this experience, the role(s) played by team members in each of these projects, and references (including names, titles, and phone numbers) for each project. Proposals should also include one sample of previous work that is relevant to this evaluation project.

Given the Legislative Department's overriding interest in obtaining a neutral and independent evaluation, proposers must identify in their proposals any previous work for or involvement with the Clean Dreams/CURB, GOTS or Co-STAR programs or the human services organizations that administer(ed) them.

Section 8. Evaluation and Selection Process

Staff from the Legislative Department, the Human Services Department, the Seattle Municipal Court, and the Seattle Police Department will comprise the Selection Committee that will review written proposals and conduct interviews, if interviews are deemed necessary.

Evaluation criteria for the selection of a consultant will include factors relating to a proposer's qualifications (including independence); the content of the proposal, including costs; and the proposer's competence to perform the desired work and accomplish the desired outcomes. The rating criteria for the proposals will be as follows:

Qualifications and Experience (40 points): Experience in projects of similar scope as evidenced by the proposal and client references; experience and qualifications of key personnel; and availability and accessibility of key personnel. Existing or potential conflicts of interest must be disclosed and will be weighed.

Proposed Approach to Project and Scope of Work (40 points): Quality of response to tasks listed in Section 2; appropriateness and value of any additional suggestions, modifications, and proposed improvements to the Scope of Work; and overall quality of the proposal.

Cost Proposal (20 points): Demonstration of ability to provide a cost-effective analysis.

Section 9. Contracting Requirements

The Legislative Department intends that the selected consultant firm or lead consultant will agree to the terms of the City's standard consultant contract requirements (Exhibits A, B, C, and D). If there are any specific terms in this contract that are troubling to the proposer, the proposer must, as part of their proposal, identify these specific terms, explain their concerns, and propose alternative or additional contract language and any benefits (e.g. cost reductions) that the City will receive from accepting the alternative language. The Legislative Department will consider such modifications but, given the

constrained timeline for this evaluation project, a protracted contract negotiation will not be possible. Proposers should not assume that the City will accept the proposer's changes and should price their proposals assuming that the City will insist on its standard contract terms.

The selected consultant will be required to be licensed to do business in the City of Seattle and the State of Washington. The required business licenses are as follows: City of Seattle Business License, Washington State Unified Business Identifier (UBI), and a Federal Tax ID.

Equal Benefits Compliance (Exhibit A)

The selected consultant must be in full compliance with all equal employment opportunity and non-discrimination in benefits provisions required by the City of Seattle's laws, ordinances, rules, and regulations. Equal Benefits Program information is available at <http://seattle.gov/contract/equalbenefits/>.

Insurance Requirements (Exhibit B)

If selected by the City of Seattle, the consultant shall send the City's "Insurance Requirements and Transmittal Form" to their insurance broker. The consultant's broker is responsible for attaching proof of the required insurance to the form and sending it back to both the Legislative Department and the City's Risk Management Division.

City of Seattle Performance Evaluation (Exhibit C)

The performance evaluation form is to be completed by the project manager for the selected consultant team once the contract work is completed.

City of Seattle Standard Consultant Contract (Exhibit D)

Section 10. Proposal Requirements

Proposals should provide straightforward and concise information and be prepared simply, economically, and using recycled/recyclable paper (using both sides of the paper, where practical, for printed and photocopied materials).

In order to adequately and objectively compare and evaluate qualifications, all proposals must be submitted in accordance with the following:

1. Provide the name, address, phone number, and e-mail address of the lead contact person for the proposer.
2. Provide a cover letter stating the overall qualifications of the proposed consultant/consultant team.
3. For each firm included in the proposal, summarize relevant project experience as detailed in Section 7 and identify the firm's three (minimum) most recent projects with similar scope. For each of these projects, a brief description, a list of project managers, a summary of completed tasks, an evaluation of accomplishments, and client references should be provided.

4. Provide resumes and qualifications for all proposed professional staff.
5. Provide a description of the proposer's approach to this project, addressing the specific items in Section 2 and Section 3, along with any additional relevant information.
6. Proposers must provide hourly rates for all assigned staff, estimated hours for each staff member and the tasks they will be working on, the overall level of effort required, total project costs, and a proposed timeline for the tasks described in Section 2.

Five bound copies and one unbound copy (suitable for photocopying) of the proposal should be mailed or hand-delivered to the following address:

City of Seattle
Legislative Department
600 4th Avenue, Floor 2
PO Box 34025
Seattle, WA 981024-4025
Attn: Sara Belz

Proposals should be submitted in a sealed envelope. No oral, faxed, electronic, or telephone proposals will be considered. The City of Seattle is not responsible for late delivery that is caused by the U.S. Postal Service or a private carrier. Any proposals received after the deadline will not be evaluated. All proposals become the property of the City of Seattle. The City will take all reasonable steps within its authority under state public disclosure laws to keep the content of the proposals confidential until a consultant is selected. Any proprietary information should be clearly marked as such.

Specific questions regarding the content of the RFP or the selection process should be directed to Sara Belz (sara.belz@seattle.gov / 206.684.5382) in the Legislative Department. Communications with other City officials or staff on this matter are prohibited and may result in the disqualification of the prospective consultant.

The deadline for the receipt of proposals is 5:00 p.m. (Pacific Daylight Time) on Monday, March 23, 2009.



Equal Benefits Compliance Declaration

For help completing this declaration, see important information on reverse.

Company Information

_____ Primary Contact Person	_____ Telephone	_____ Fax	
_____ Company Legal Name	_____ Seattle Business Lic. # (if available)	_____ Email	
_____ Company Address	_____ City	_____ State/Country	_____ Zip
_____ Contract Title		_____ Contract # (if available)	

Please declare *one (1)* option from the list below that describes the Contractor's compliance status with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules.

Option A

The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations where work on the City of Seattle contract is being performed.

Option B

The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.

Option C

The Contractor **has no employees**.

Option D

The Contractor has been approved for **Substantial Compliance Authorization** from the City of Seattle allowing it to delay implementation of equal benefits.

Option E

The Contractor has been approved for **Reasonable Measures Authorization** from the City of Seattle allowing it to provide a cash equivalent payment to eligible employees in lieu of making benefits available.

Statement of Non-Compliance

The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

_____ Signature of Authorized Person	_____ Name of Authorized Person (please print)	_____ Date
---	---	---------------

Purchasing and Contracting Services Division
700 Fifth Ave., Suite 4112, Post Office Box 94687, Seattle, Washington 98124-4687
Tel: (206) 684-0430 TDD: (206) 615-0476 Fax: (206) 684-4511
Website: www.cityofseattle.net/contract/



Important Information for Completing the Equal Benefits Compliance Declaration

- **Seattle Municipal Code Chapter 20.45 (SMC 20.45)** requires contractors on City contracts to provide employee benefits to their employees with domestic partners equivalent to those provided to their employees with spouses. For more information, visit: <http://www.seattle.gov/contract/equalbenefits/>.
- **"Contractor"** means any person or persons, firm, partnership, corporation, or combination thereof, including a "vendor" or a "consultant", who submits a bid, proposal, and/or enters into a contract with the City of Seattle.
- The **Equal Benefits Compliance Declaration** constitutes the Contractor's affirmation that it provides benefits in accordance with SMC 20.45.
- **"Equal Benefits"** or **"Non-discrimination in Benefits"** means the provision of the same or equivalent benefits to employees with spouses and employees with domestic partners, to spouses of employees and domestic partners of employees, and to dependents and family members of spouses and dependents and family members of domestic partners. Non-discrimination in Benefits is further defined by SMC 20.45.
- **"Domestic Partner"** means any person who is registered with his/her employer as a Domestic Partner or, in the absence of such employer-provided registry, is registered as a Domestic Partner with a governmental body pursuant to any state or local law authorizing such registration.
- **"Employee Benefits"** or **"Benefits"** means any plan, program or policy provided by the Contractor to its employees as part of the employer's total compensation package. "Employee Benefits" *includes, but is not limited to:* pension and retirement benefits; medical, dental and vision plans or other health benefits; bereavement, family medical, parental and other leave policies; disability, life, and other types of insurance; employee assistance programs; memberships or discounts; moving expenses; access to facilities, services and events; travel and relocation expenses; incentive, stock option, and profit sharing plans and other compensation programs; vacation; travel benefits; and any other benefits given to employees.
- **Substantial Compliance Authorization** may be granted to a contractor whose compliance with the equal benefits requirement is delayed due to circumstances outside the contractor's control – for example, the contractor cannot make eligibility changes to its health insurance plan until the next open enrollment period, or the contractor cannot negotiate with one or more labor unions for additional benefits until the expiration of the current collective bargaining agreement. The Contractor must request this authorization online and be approved by the City of Seattle before submitting the EB Declaration. To apply, visit: <http://www.seattle.gov/contract/equalbenefits/eb-substantial.htm>.
- **Reasonable Measures Authorization** may be granted to a contractor to provide eligible employees with a cash equivalent payment in lieu of benefits that are unavailable due to circumstances outside of the Contractor's control. The Contractor must request this authorization online and be approved by the City of Seattle before submitting the EB Declaration. To apply, visit: <http://www.seattle.gov/contract/equalbenefits/eb-reasonable.htm>.
- Under limited circumstances, the City may waive the equal benefits requirement for the department that is administering the contract and the Contractor may make a **Statement of Non-Compliance**. Please be advised, if a waiver is not approved for the administering department, a Statement of Non-Compliance may result in the rejection of your bid. For more information, see Chapter 13 of the Program Rules: <http://seattle.gov/contract/equalbenefits/docs/FINALrules.doc>.
- For more information about **contractors with multiple locations**, visit: <http://www.seattle.gov/contract/equalbenefits/docs/EBLocationChart.pdf>.
- Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.

Addendum: **2008** CONSULTANT CONTRACT

INSURANCE REQUIREMENTS AND TRANSMITTAL FORM

THIS FORM MUST BE ATTACHED TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

FOR CITY USE ONLY

Contract: Regional Food Policy Council **Contract Number:** DC2009-0002

Contract Manager: Phyllis Shulman **Department:** Legislative **Telephone:** 206-684-8152

THIS SECTION TO BE COMPLETED BY CONSULTANT'S INSURANCE BROKER:

Name:	Title:	
Name of Company:		
Email:	Telephone:	Fax:

ATTACH CERTIFICATION AND ADDITIONAL INSURED WORDING TO THIS FORM. SEND TO:

The City of Seattle
 Risk Management Division
 P. O. Box 94669
 Seattle, WA 98124-4669
 Fax: (206) 470-1279
 Email: riskmanagement@seattle.gov

The City of Seattle
 Zuzka Lehocka-Howell
 Legislative Department
 P.O. Box 34025
 Seattle, WA 98124-4025
 Phone (206) 233-3981
 Email: zuzka.howell@seattle.gov

A. INSURANCE REQUIRED: The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits as checked:

1. **Commercial General Liability (CGL)** or equivalent insurance including coverage for:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability (coverage may be provided under separate policy)
 Minimum limits of liability shall be \$ 1,000,000 each occurrence combined single limit bodily injury and property damage except:
 - \$ 1,000,000 each offence Personal & Advertising Injury
 - \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.
2. **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage. If the scope of work involves the transport of hazardous materials for off-site treatment and/or disposal, MSC-90 and CA 99 48 endorsements are required.
3. **Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.
4. **Professional Liability (Errors & Omissions)** insurance appropriate to the consultant's profession. The minimum limit of liability shall be \$1,000,000 or \$ _____ each claim.
5. **Umbrella or Excess Liability** insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide total minimum limits of liability of \$2,000,000 or \$ _____ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
6. **Pollution Liability** insurance with minimum limits of liability of \$1,000,000 or \$ _____ each claim.

IF PORTIONS OF THE SCOPE OF WORK ARE SUBCONTRACTED OUT, THE SUBCONSULTANT OR SUBCONTRACTOR MAY PROVIDE EVIDENCE OF INSURANCE FOR THE SUBCONTRACTED BODY OF WORK (E.G., MCS-90 AND CA 99 48 ENDORSEMENTS FOR TRANSPORT OF HAZARDOUS MATERIALS) SO LONG AS ALL THE REQUIREMENTS SPECIFIED HEREIN ARE SATISFIED.

ONLY PARAGRAPH G. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE WORKER'S COMPENSATION:

- B. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL insurance, additional insured status for the City:
1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
 2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- C. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph B. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- D. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- E. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- F. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- G. SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- H. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WA STATE WORKERS COMPENSATION):** The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!**



Performance Evaluation - Consultant Services

Consultant Name:

Project Title:

Performance Scoring Criteria:	Performance Description	Score Range
Select from the score ranges and descriptions listed to the right for all areas evaluated for each consultant.	• Superior	9 to 10
	• Above Requirements	7 to 8
	• Meets Requirements	5 to 6
	• Below Requirements	3 to 4
	• Deficient, Inadequate, or Substandard	1 to 2

1. Negotiations	
A. Adhered to Department guidelines on fee.	
B. Met Negotiation schedule.	
C. Open and honest communications.	
D. Willingness to compromise.	
E. Other	
Average Score (Total Score / Number of sub-criteria rated)	
Comments	

2. Cost / Budget	
A. Finished within budget, including all supplements.	
B. Appropriate level of effort.	
C. Reasonable direct, non-salary expenses.	
D. Other	
Average Score	
Comments	

Performance Scoring Criteria: Select from the score ranges and descriptions listed to the right for all areas evaluated for each consultant.	Performance Description	Score Range
	• Superior	9 to 10
	• Above Requirements	7 to 8
	• Meets Requirements	5 to 6
	• Below Requirements	3 to 4
	• Deficient, Inadequate, or Substandard	1 to 2

3. Schedule	
A. Achieved Schedule (Including all supplements).	
B. Prompt response to review comments.	
C. Adapted to changes initiated by Department.	
D. Notified Department early regarding schedule "impactors".	
E. Other	
Average Score	
Comments	

4. Technical Quality	
A. Work products meet standards.	
B. Performed appropriate quality control.	
C. Responds to review comments in subsequent submissions.	
D. Sought opportunities to incorporate innovative designs/approaches.	
E. Delivered "compatible" electronic files.	
F. Other	
Average Score	
Comments	

Performance Scoring Criteria: Select from the score ranges and descriptions listed to the right for all areas evaluated for each consultant.	Performance Description	Score Range
	• Superior	9 to 10
	• Above Requirements	7 to 8
	• Meets Requirements	5 to 6
	• Below Requirements	3 to 4
	• Deficient, Inadequate, or Substandard	1 to 2

5. Communications	
A. Produced clear, concise oral and written communication.	
B. Demonstrates an understanding of oral and written instructions.	
C. Communicated at intervals appropriate for the work.	
D. Respected and used lines of communications.	
E. Interaction with the public.	
F. Other	
Average Score	
Comments	

6. Management	
A. Provided creative cost control measures / ideas	
B. Submitted appropriate, periodic, accurate progress reports.	
C. Accurate and timely invoicing.	
D. Conducted meetings efficiently.	
E. Limited the number of consultant-initiated contract modifications/supplements.	
F. Coordinated with Department effectively; was a team player.	
G. Responsive	
H. Managed subconsultants effectively	
I. Other	
Average Score	
Comments	

Performance Scoring Criteria: Select from the score ranges and descriptions listed to the right for all areas evaluated for each consultant.	Performance Description	Score Range
	• Superior	9 to 10
	• Above Requirements	7 to 8
	• Meets Requirements	5 to 6
	• Below Requirements	3 to 4
	• Deficient, Inadequate, or Substandard	1 to 2

Criteria	Comment	Score
COMPLETE WITH SCORES FROM PAGES 1-3		
1. Negotiations: Cooperative and Responsive.		
2. Cost/Budget: Complete within agreement budget including supplements.		
3. Schedule Complete within agreement schedule including supplements.		
4. Technical Quality: Met Standards.		
5. Communications: Clear, Concise Communication (Oral, written, drawings).		
6. Management: Team player. Management of staff/subs. Accurate, timely invoices. Appropriate, periodic, accurate progress reports.		
Average Score		

Consultant Name:		Evaluation Type <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Final	
Consultant Project Manager Name		Project Title	
		Agreement Number DC2009-00	
Date Agreement Approved	Type of Work <input type="checkbox"/> Study <input type="checkbox"/> Design <input type="checkbox"/> Engineering <input type="checkbox"/> Training <input checked="" type="checkbox"/> Other		
Amount of Original Agreement \$	Amount for Amendments \$	Total Amount Agreement \$	
End Date Including Extensions	Actual Completion Date	Actual Total Paid \$	
Brief description of work			

Rated by (Project Manager Name and Title)	Project Manager Signature	Date
---	---------------------------	------

The City of Seattle
Legislative Department

CONSULTANT AGREEMENT
FOR

*

[*Insert brief, descriptive title for the consultant service]

AGREEMENT NO. DC200_- _ _ _ _

This Agreement is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, acting through its Legislative Department, as represented by [*insert job title of head of department or agency]; and [*insert name and address of Consultant] ("Consultant"), a [*insert appropriate type of business: e.g., partnership, sole proprietorship, limited liability company, corporation of the State of (*insert state in which the corporation is chartered) and authorized to do business in the State of Washington].

Section 1: TERM OF AGREEMENT

The term of this Agreement shall begin when fully executed by all parties, and shall end on _____, 200__, unless terminated earlier pursuant to the provisions hereof.

Section 2: TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the "Scope of Work" section ("the Work") when the contract is fully executed by all parties. The City will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Consultant's control.

Section 3: SCOPE OF WORK

* In developing a scope of work, a relationship should be established between the SCOPE OF WORK in this section, including work tasks and deliverables, and the PAYMENT section, including dollar amounts, associated fees, charges, and reimbursable costs.

The provisions of the SCOPE OF WORK may be located either within this section, or as an attachment to the Agreement. Select one of the two options below and delete the other. The standard Scope of Work provision below must also be included in this section.

[* Option No. 1] The Scope of Work of this Agreement and the time schedule for completion of such work are as follows: [*Insert Scope of Work within this Section]

Task and/ or Deliverables Schedule (Tasks further described in ...)	Not To Exceed Cost	Completion Date
--	--------------------	-----------------

[* Option No. 2] The Scope of Work of this Agreement and the time schedule for completion of such work are as described in Exhibit * ____, which is attached to and made a part of this Agreement.

The Work shall, at all times, be subject to the City's general review and approval. The Consultant shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by the City to determine the adequacy of the Work or the Consultant's progress.

Section 4: PAYMENT

***This section should be developed and inserted by the department contracting for services. It must include the maximum amount to be paid to the Consultant for the Work defined in Section 3, SCOPE OF WORK, as well as a schedule establishing benchmarks for when certain portions of the money will be paid. DELETE section A, if consultant agreements are lump sum or paid per deliverable.**

The Consultant shall perform the scope of work (and in accordance with the schedule) set forth in Section 3, Scope of Work, (set forth in Exhibit A,) for an amount not to exceed _____. The Consultant shall be reimbursed on a monthly basis at the hourly rates set forth bellow **OR not more than once a month for completed tasks set forth in Section 3, Scope of Work. (Exhibit B.)** The parties agree that the hourly rate includes all direct, indirect, and overhead costs incurred by the Consultant in performance of the Work. [Such payment shall be full compensation for work performed and/or services rendered for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidents necessary to complete all the work.???

HOURLY RATES TABLE

Payments under contracts negotiated on the basis of cost shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), the provisions of which are incorporated herein by reference.

Section 5: PAYMENT PROCEDURES

Payment shall be made to the Consultant after the City's receipt and approval of the consultant's invoice, provided the work has been performed according to the terms of this Agreement. The invoice, submitted **not more than once a month**, shall itemize the number of hours worked and itemize the work elements performed for the period covered by the invoice. The invoices shall have the contract number and unique invoice numbers to assist the City in tracking. The City shall review the Consultant's performance and notify the Consultant of any exceptions taken by the City to the consultant's performance, and in any event, approve all non-expected portions of the Consultant's invoice.

Section 6: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All official notices under this Agreement, with the exception of invoices which should go to Zuzka Lehocká-Howell, shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to City: **Project Manager's name**
Title
Legislative Department
P.O. Box 34025
Seattle, WA 98124-4025
(206) 684-**phone number**
@seattle.gov

If to the
Consultant: *** [Insert Project Manager's name, title, address, phone number]**

Section 7: Reserved

Section 8: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- B. If the Consultant will hire employees for this project, the Consultant shall make affirmative efforts to recruit minority and women candidates. Affirmative efforts may include the use of advertisements in publications directed to minority communities and other targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. **Record-Keeping:** The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement and permit access to the Consultant's records of employment, employment advertisements, application forms and other pertinent data and records **requested by the Legislative Department for the purposes of investigation to determine compliance with the requirements of this section.**
- D. The Consultant, by executing this Agreement, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the requirements of the provisions of this section noted in paragraph A, B and C above shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.
- E. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

Section 9: Reserved

Section 10: AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. If a Consultant intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. **Record-Keeping:** The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals

received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

- D. Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.
- E. Non-Discrimination: Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- F. Sanctions for Violation: Any violation of the paragraphs A, B, C, D or E of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law. Consultants found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Section 11: OTHER LEGAL REQUIREMENTS

- A. General Requirement: The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
- D. Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- E. Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

Section 12: INDEMNIFICATION

The Consultant does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's

compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Section 13: INSURANCE

- **The insurance provisions included below are general purpose. For a particular consultant agreement, it may be necessary to increase or decrease the coverages and requirements as provided in these provisions. Departments are advised to evaluate, with the advice of Risk Management in the Department of Executive Administration, whether the types and amounts of insurance coverage indicated below are appropriate for each contract. Departments are required to confer with the Risk Management to determine the insurance requirements for consultant services that pose a medium-high to high risk to the City. For more detailed descriptions of the Risk Management process for consultant contracts, including insurance documentation requirements, please refer to Chapter 4 of the Consultant Contracting Standard Operating Procedures and/or check the Risk Management InWeb at <http://inweb/riskmanagement/docs/cklist.doc>**

No insurance certification is required. However, Consultant agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated consultants and workers compensation insurance as may be required by Washington State statutes.

Insurance certification required. See Addendum "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

Section 14: AUDIT

Upon request, the Consultant shall permit the City, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City or Agency selects. The Consultant shall supply the City with, or shall permit the City and/or Agency to make, a copy of any books and records and any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

Section 15: CONTRACTUAL RELATIONSHIP

The relationship of the Consultant to the City by reason of this Agreement shall be that of an independent contractor and the Consultant agrees that neither the Consultant nor any employee of the Consultant shall be deemed to be an employee of the City for any purpose. This Agreement does not authorize the Consultant to act as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

Section 16: ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

Section 17: INVOLVEMENT OF FORMER CITY EMPLOYEES

- A. The Consultant shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.
- B. The Consultant shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who:
 - (1) was a City officer or employee within the past twelve (12) months; and
 - (2) as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

Section 18: NO CONFLICT OF INTEREST

The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

Section 19: ERRORS & OMISSIONS; CORRECTION

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

Section 20: INTELLECTUAL PROPERTY RIGHTS

The Consultant hereby assigns to the City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by Consultant that was created or produced separate from this Agreement or was preexisting material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant in connection with the Work whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the Work, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the project, or on any other project.

Section 21: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 22: EXTRA WORK

The City may desire to have the Consultant perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

Section 23: KEY PERSONS

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

Section 24: DISPUTES

Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant's performance shall first be resolved through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager, or if necessary shall be referred to the Council President and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section 25: TERMINATION

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Consultant's own employees; sabotage; or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Consultant.

- D. Notice: Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- E. Actions Upon Termination: In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination for any reason, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products it has produced to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided, however, that the City shall indemnify and hold the Consultant harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Consultant's work product.

SECTION 26: CONSULTANT PERFORMANCE EVALUATION PROGRAM

The Consultant's performance will be evaluated by the Legislative Department at the conclusion of the contract. The City's Consultant Performance Evaluation forms are available at the following Web Site: www.seattle.gov/contract/pancc.htm

SECTION 27: DEBARMENT

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Consultant and prevent the Consultant from entering into a contract with the City or from acting as a subconsultant on any contract with the City for up to five years after determining that any of the following reasons exist:

- A. The Consultant has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- B. The Consultant has failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.
- C. The Consultant has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- D. The Consultant has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. The Consultant has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- F. The Consultant has colluded with another firm to restrain competition.
- G. The Consultant has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- H. The Consultant has failed to cooperate in a City debarment investigation.
- I. The Consultant has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

Section 28: MISCELLANEOUS PROVISIONS

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- E. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Consultant prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CONSULTANT

THE CITY OF SEATTLE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Legislative Department
P.O. Box 34025
Seattle, WA 98124-4025
(206)

City of Seattle Business License Number: _____

Washington State Unified Business Identifier Number (UBI): _____

Federal Tax ID Number: _____

Attachment: Exhibit A – Equal Benefits Compliance Worksheet
Exhibit B – Insurance Requirements and Transmittal Form
Exhibit C – Performance Evaluation Form