



**Domestic Worker Hiring Entity-Employer
Paid Sick and Safe Time
Consultant Contract**

Request for Proposal Terms and Procedures

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1. Contract Modifications

1.1 Boilerplate Provided

The City has attached its boilerplate contract terms so Applicants can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. If there are any questions regarding the City's boilerplate contractual language, applicants should be made inquiries before the application packet submittal. See the end of this document, *Boilerplate Contract Terms*.

1.2 Proposed Exceptions & Proposed Modifications

If an Applicant seeks to modify the Contract, the Applicant must request that within their proposal response as taking an "Exception". The Applicant must provide a revised version that shows their proposed alternative contract language in track changes or redline format. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the Contract, the City may reject the Applicant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with selected Applicants to align the proposal or Contract to meet City needs best, this does not ensure the negotiation of modifications proposed by the Applicant through the exception process above.

2. Selection

2.1 References

The City may contact one or more references. The City may use references named or not named by the Applicant. The City may also consider the results of performance evaluations issued by the City on past projects.

2.2 Selection

The City intends to select one applicant for funding. Requests for funding are not expected to exceed the total available funding. The City reserves the right to make a final selection based on the combined scoring results, distribution among service strategies, demographic groups, and geographic coverage, and/or the consensus of the Consultant Evaluation Committee.

2.3 Contract Negotiations

The selected Applicant will be asked to bring forward a pricing proposal for the scope of work for negotiation and discussion with the City. Proposed modifications to the agreement must be included in the exception's attachment to this RFP submission. Modifications not included as exceptions will not be considered.

If applying as a collaborative, Applicants must submit the proposed agreements between and among the collaborative partners. Final, signed agreements among the collaborative partners must be submitted prior to contract execution.

The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

2.4 Right to Award to next ranked Consultant

If a contract is executed resulting from this solicitation and is terminated within 90 days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

2.5 Repeat of Evaluation

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

3. Award and Contract Execution

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

3.1 Protests

Interested parties that wish to protest any aspect of this selection process shall provide written notice to the Procurement Contact.

3.2 Protests – Purchasing and Contracting

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <https://www.seattle.gov/purchasing-and-contracting/doing-business-with-the-city/solicitation-and-selection-protest-protocols>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

3.3 Limited Debriefs

The City issues results and award decisions to all Applicants. The City provides debriefing on a limited basis for the purpose of allowing Applicants to understand how they may improve in future opportunities.

3.4 Instructions to the Apparently Successful Consultant(s)

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) daytime frame, the City may cancel the award and proceed to the next ranked Consultant

or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

3.5 Checklist of Requirements Prior to Award

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents, when possible, to eliminate risks of late compliance.

- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

3.6 Taxpayer Identification Number and W-9

Unless the Consultant has already submitted a Taxpayer Identification Number and recent Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3.7 Insurance Requirements

Proof of insurance is required, link to Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>

4. Procedures and Requirements

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Applicant response that fails to comply with the instructions.

4.1 Registration into the Online Business Directory

If applicable and if you have not previously done so, register at:

<http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority-owned firms are asked to self-identify (see section 7.26). For assistance, email FAS_PC@seattle.gov.

4.2 Pre-Submittal Information Session

The City offers an optional pre-submittal information session at the time, date and location on page 1. Applicants are highly encouraged to attend but are not required to attend to be eligible to propose. The meeting answers questions about the RFP, the submission process, and clarifies issues. This also allows Applicants to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

This session will be recorded and posted to the OLS RFP website after the session. Requests for interpretation must be made no later than 7 days prior to the information session.

4.3 Questions

Applicants may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Applicant of responsibilities under any subsequent contract. It is the responsibility of the interested Applicant to assure they receive responses to questions if any are issued.

4.4 Changes to the RFP

The City may make changes to this RFP if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by the City and shall become part of this RFP.

4.5 Receiving Addenda and/or Question and Answers

It is the obligation and responsibility of the Applicant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Applicant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

4.6 Proposal Submittal

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City imposes the page limits specified in Section 8: Response Materials and Submittal. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

4.7 Electronic Submittal

The City allows and will accept an electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it will not be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Applicant.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.

4.8 Applicant Responsibility to Provide Full Response

It is the Applicant's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Applicant is to provide all requested materials, forms and information. The Applicant is to ensure the materials submitted properly and accurately reflect the Applicant's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Applicant after the RFP deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Applicant but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

4.9 Prohibited Contacts

Applicants shall not interfere in any way to discourage other potential and/or prospective Applicants from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Applicant or another person acting on behalf of the Applicant) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Applicant that initiates such contacts may be rejected from the process.

4.10 License and Business Tax Requirements

The Applicant must meet all applicable licensing requirements immediately after contract award or the City may reject the Applicant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

Seattle Business Licensing and associated taxes

- a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own

company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).

- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Applicant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.
- m.

4.11 State Business Licensing

Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business

from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

4.12 Federal Excise Tax

The City is exempt from Federal Excise Tax.

4.13 No Guaranteed Utilization

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Applicant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Applicant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

4.14 Expansion Clause

The contract limits expansion of scope and new work not expressly provided for within the RFP.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

- a. is not reasonable to solicit separately;
- b. is for reasonable purpose;
- c. was not reasonably known by the City or Applicant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law);
- d. is not significant enough to be regarded as an independent body of work;

- e. would not attract a different field of competition; and
- f. does not change the identity or purpose of the Agreement.
- g.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, and time extensions.

Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

4.15 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Applicant object to this condition, the Applicant must object prior to the Q&A deadline on page 1.

4.16 Cost of Preparing Proposals

The City is not liable for costs incurred by the Applicant to prepare, submit and present proposals, interviews and/or demonstrations.

4.17 Readability

The City's ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

4.18 Changes or Corrections to Proposal Submittal

Prior to the submittal due date, an Applicant may change its proposal, if initialed and dated by the Applicant. No changes are allowed after the closing date and time.

4.19 Errors in Proposals

Applicants are responsible for errors and omissions in their proposals. No error or omission shall diminish the Applicant's obligations to the City.

4.20 Withdrawal of Proposal

A submittal may be withdrawn by written request of the submitter.

4.21 Rejection of Proposals

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

4.22 Incorporation of RFP and Proposal in Contract

This RFP and Applicant's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City's contract with the Applicant.

4.23 Independent Contractor

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the Consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

4.24 Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Applicants provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

4.25 Insurance Requirements

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Applicants must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

Applicants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Applicant is selected as a finalist. Applicants may elect to provide the requested insurance documents within their Proposal.

4.26 Proprietary Materials

In accordance with Washington's Public Records Act (RCW Chapter 42.56), all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Applicants must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference

RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the Applicant also acknowledges that the City will have no obligation or liability to the Applicant if the records are disclosed.

Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

4.27 Ethics Code

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in-depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/fagcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities

Applicants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Applicant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to

which you submitted or intend to submit. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Applicants.

Involvement of Current and Former City Employees

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

Contract Workers with over 1,000 Hours

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions.

4.28 Background Checks and Immigrant Status

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

4.29 Notification Requirements for Federal Immigration Enforcement Activities

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

5. Contract Boilerplate

City of Seattle

(Enter Name of Department)

CONSULTANT AGREEMENT

Title: (Insert brief descriptive title for the consultant service)

AGREEMENT NUMBER: (Enter Agreement Number)

IMPORTANT: This boilerplate is for contracts valued at \$67,000 or less, including all amendments and is **not appropriate for A&E or Consultant Roster Program contracts.** For contracts less than \$10,000, you may choose to use the “mini” contract template instead. If in doubt, use the standard/roster consultant agreement. Note: If the project is federally funded, the drafter needs to ensure compliance with all federal requirements and include all required federal contract clauses. For Federal Transit Administration (FTA) funded projects, see <https://seattlegov.sharepoint.com/fas/purchasing-contracting/Pages/Federal-Consultant-Funding.aspx> for more information and to obtain the listing of required clauses.

Delete this box and red instructional text above and below after completing.

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

Recitals:

Instructions: RECITALS give background and detail. This is not required but advisable from Law Department due to recent court cases (the Berg Case). The recitals allow anyone to pick up the contract and understand the intent. Write these carefully using plain English so they are clear and accurate. Add any information you think provides background and explanation; two below are recommended.

You may solicit only one company that you will consider for a contract, however soliciting several consultants may be a better practice for a given situation.

Delete this box after completing.

The purpose of this contract is to **INSERT**; and

The Consultant was selected through **INSERT** (examples: the Consultant Roster for Category XXXXX, orthrough an SOQ issued by the City dated XX/XX/XXX, ora Request for Proposal,or an Emergency, ora Sole Source, ora nonprofit exemption).

In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. SCOPE AND TERM OF AGREEMENT

Instructions: A relationship should exist between the SCOPE and PAYMENT section.

The Scope should show: (1) Department does not direct or control the Consultant work, and does not look like they are directly supervised as an employee would be. (I.e. no City employee performance evaluations, discipline, etc.). (2) The Consultant is not listed as an employee on a City org chart or directory and does not supervise or evaluate City employees. (3) The Scope should look different than work of City employees. (4) Consultant has equipment and usually works off-site and fixed, ongoing costs are not reimbursable.

Ensure compliance with Union requirements. Check any Collective Bargaining Agreement (CBA) to ensure contracting out conditions (i.e. peak load, cost savings or expertise not available within the City work force).

The SCOPE should be stated below if possible, but can use an attachment if it is too detailed to include here.

Delete this box after completing.

Term of Agreement

Instructions: **Select Option 1 or Option 2 below and delete the other.** Departments may choose **Option 1** for projects without strict deadlines. Contracts occasionally terminate before work is done, because the termination date on the contract expires. The amendment process can be disruptive, untimely and intensive. The language under **Option 1** eliminates those risks. However, it's recommended you provide milestones or a project schedule with desired completion dates within the Scope of Work.

Departments may choose **Option 2** for projects with strict deadlines where timing is crucial. This may include projects for pre-construction services tied to a construction schedule; projects with specific milestones and/or deliverables tied to completion dates; projects with federal or levy funding.

Delete this box after completing.

OPTION 1 The term of this Agreement begins when fully executed by all parties and ends when work is completed and accepted by the City, unless amended by written agreement or terminated earlier under the termination provisions.

OPTION 2 The term of this Agreement begins when fully executed by all parties and ends on _____, unless amended by written agreement or terminated earlier under the termination provisions.

Scope of Services

The Scope of Work of this Agreement and the time scheduled for completion of such Work are as follows: [INSERT Scope of Work. Note: When using **OPTION 1** for the Term of Agreement, it's recommended you provide milestones or a project schedule with desired completion dates within the Scope of Work]

2. CHANGES

Either party may request changes to this Agreement. If the parties agree, such changes mutually agreed upon by and between the City and Consultant, shall be incorporated into the Amendment when signed by both parties.

3. PAYMENT

Instructions: Select **Option 1** or **2** below and delete the other. Payment should not exceed \$58,000 including amendments. Insert additional payment procedures or instructions and/or select from one of the options below:

Delete this box after completing.

- A. **Option 1** The Consultant will be reimbursed at a rate of \$ _____ /hr. Total compensation under this Agreement shall not exceed \$ _____ unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect, and fixed fees for the project.
- A. **Option 2** This contract provides for a lump-sum payment negotiated based on cost to complete the Scope of Work, and shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), which are incorporated by reference. Total compensation under this Agreement shall not exceed \$ _____ unless modified by a written amendment to this Agreement.
- B. **Option 1** Payment Procedures: [INSERT your own language or use the following:] The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below [INSERT or edit text for your project needs].
- B. **Option 2 – for lump-sum payments** Payment Procedures: The Consultant may submit an invoice to the City for the full payment amount upon completion of all Work. Invoices requesting payment for partial completion

of Work will not be approved. Payment shall be made by the City to the Consultant upon the City's receipt of a properly prepared invoice containing the information listed under PAYMENT PROCEDURES:

- C. Payment is subject to the continuing appropriation authority of the Seattle City Council. Consultant agrees that there is no guarantee of a minimum amount of work or payment under this Contract.

4. PAYMENT PROCEDURES

Instructions: *EDIT AS APPROPRIATE FOR YOUR DEPARTMENT and delete the highlighted text below after completion.* This section should be developed and inserted by the department contracting for services. Below is a sample for departments to edit. Note that given Prompt Pay (section 5 below); you should not limit it to less frequently than once per month.

Delete this box after completing.

Deliver all invoices and invoice/billing notices under this Agreement to:

If to the City:	If to the Consultant:
City contact	Firm Contact
Email	Firm Name
DEPARTMENT	Email
PO Box	Firm Address
Seattle WA 98124-XXXX	

See attached checklist for further instructions.

Invoices must clearly display the following (sub-consultants' invoices, if any, must also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• City Project Manager Name: (Please do not put PM's name in the address)• Department Contract No.• Contract Title:• Period covered by the invoice• Task # and title• Employee's name and classification• Employee's all-inclusive hourly rate and # of hours worked• Total labor costs per task• Itemization of direct, non-salary costs (per task, if so allocated)• The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup):<ul style="list-style-type: none">○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).• Cumulative costs per task and for the total project

5. PROMPT PAY

Instructions: *Do not modify or remove this section.* For questions, call Steven Larson at 206-684-4529, Julie Salinas at 206-684-0383 or Krista Díaz at 206-684-0456.

Delete this box after completing.

Definitions

- A. An invoice is considered received when it is date-stamped at point of entry into the department. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Consultant

- A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Consultant within thirty (30) calendar days of receipt of the invoice.
- B. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld and actions the Consultant must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and

approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.

- C. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

Prompt Payment to Subconsultants

- A. Cut-Off Date: Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date of *(to be established by Prime)* by which subconsultants must submit an invoice in order to assure 30-day payment.
- B. Disputed Items: The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.

6. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
City Contact DEPARTMENT PO Box Seattle WA 98124-4018	Firm Contact Firm Name Firm Address

7. INDEMNIFICATION

Instructions: This indemnification language is for any contract, whether engineering, architecture, or any other service. Departments can make decisions when modifying indemnification, and may ask Law for advice if you chose.
Delete this box after completing.

Consultant shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Consultant, its officers, employees, agents or subconsultants;
- the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants;

- the negligent performance or non-performance of the contract by the Consultant; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

8. INSURANCE

Instructions: Select Option 1 or Option 2 and delete the other. Delete this box after completing.

Option 1 Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include “The City of Seattle” as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

Option 2 Insurance certification and additional insured endorsement policy must be submitted to the City. See attached “INSURANCE REQUIREMENTS AND TRANSMITTAL FORM.”

9. AUDIT

Upon request, the Consultant shall permit the City and any other governmental agency involved in the funding of the Work to copy, inspect and audit all pertinent books and records related to the Work, including connected or related Work performed by subconsultants, up to six years after final payment.

10. TAXES, FEES AND LICENSES

Consultant shall obtain and pay all federal, state and local licenses required for the services rendered under this Agreement. Consultant shall pay all taxes arising out of or connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.

11. INDEPENDENT CONSULTANT

The Consultant is an independent contractor and is not intended to act in any way as a City employee. The parties agree the City has neither direct nor immediate control over the Consultant or the right to control the manner or means by which the Consultant performs the Work. Neither the Consultant nor any Consultant employee is deemed an employee of the City for any purpose. The Consultant is not authorized to act as an agent or legal representative of the City for any purpose. The Consultant is not granted express or implied right or authority to assume or create obligation or responsibility on behalf of or in the name of the City or to bind the City.

Use of City Office Space and Equipment: If the City determines it is in the City's best interests for the Consultant to Work on City premises and/or with City equipment, the City may provide such premises and equipment. Such premises and equipment are provided exclusively for the project and shall not be used for any other Consultant purpose. In such event, the Consultant remains independent and is not acting in the capacity of a City employee. The Consultant will not work on-site at City offices for more than 36 consecutive months without written authorization from the City Project Manager. The Consultant shall notify the City Project Manager if she/he/they or any other Workers are known to be within 90 days of a consecutive 36-month placement on City property. If the City determines the use of City premises or equipment is not necessary to complete the Work, the Consultant will be required to work from its own office space or in the field, as necessary. The City reserves the right to negotiate a reduction in Consultant fees or charge a rental fee, based on the actual costs to the City, for the use of City premises or equipment.

12. ASSIGNMENT

Rights granted by this Agreement are personal in nature and may not be assigned or subcontracted without the written consent of the City.

13. TERMINATION

The City may terminate the whole or part of this Agreement by written notice. This includes but is not limited to such reasons as Consultant failure to meet schedules specified herein, if timely completion is improbable, impossible, not feasible or illegal, or for City's convenience.

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.

Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.

14. DEBARMENT

The City may debar the Consultant pursuant to the provisions of SMC Ch. 20.70. Consultant confirms it is not debarred or excluded from participating in any Federal-aid contract nor has any subconsultant used to perform this work. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the subconsultant records.

15. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, King County and The City of Seattle. Consultant shall also abide by all rules, regulations and directives of the same or of any administrative agency with jurisdiction over the subject matter of this Agreement, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits).

16. VIOLATIONS OF LAW

Any violation of the requirements in Section 15 shall be a material breach of contract for which the Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Consultant is in violation of Section 15, Consultant may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

17. SOCIAL EQUITY REQUIREMENTS

Non-discrimination & Equal Employment Opportunity: 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, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

Upon request, Consultant shall furnish a report to Purchasing and Contracting to implement this section, and will permit access to employment records, employment advertisements, application forms, other pertinent data and records as requested for investigation of compliance with this section.

The Consultant shall insert this Equal Employment Opportunity provision in all subcontracts executed under this Agreement.

Women and Minority Business: Consultant shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory.

Efforts may include use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement

modifications likely to assist WMBE firms, targeted recruitment, and using minority community and public organizations to perform outreach.

Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-256-5297.

Personnel Conduct: Consultant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Consultant's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.

Compliance with Americans with Disabilities Act (ADA) and other disability laws: If the Consultant is providing services, programs or activities to City employees or members of the public, the Consultant shall not deny participation or the benefits of such services, programs or activities to persons with disabilities on the basis of such disability. Consultant shall provide the services specified in this Contract in a manner that complies with Title II of the ADA and any and all other applicable federal, state and local disability laws and regulations at all times and at no additional cost to City, including but not limited to the Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60.

The final project design shall comply with all applicable laws, building codes and regulatory requirements, including but not limited to the requirements of the Americans with Disabilities Act (ADA) as amended (42 U.S.C. 12101 et seq.), its regulations, standards and guidelines. In cases where Title II and III of the ADA differ, the design shall comply with the provision that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the 2010 ADA Standards for Accessible Design and building codes and other regulations differ, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities. It is the responsibility of the Consultant to determine the applicable code provisions.

Any violation of these requirements shall be a material breach of contract and grounds for immediate termination of this Agreement, and Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law.

18. CONSULTANT PERFORMANCE EVALUATION

Consultant's performance will be evaluated at contract conclusion. The City's Consultant Performance Evaluation form is at <http://www.seattle.gov/contracting/docs/ccPE.doc>

19. MISCELLANEOUS PROVISIONS

- A. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <https://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks#backgroundchecks>.
- B. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CPB), and U.S. Citizenship and Immigration Services (USCIS) regarding your City Contract, Consultant shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. Requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. Requests for data or information (writing or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultants shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

- C. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. For more information about the measure, please contact the Seattle Ethics and Elections Commission with questions at ethicsandelections@seattle.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement by having legally binding representatives affix their signature below.

CONSULTANT

THE CITY OF SEATTLE

By

Signature

Date

By

Signature

Date

Type or Print Name

Type or Print Name

Title

Title

City of Seattle Business License Number: _____

Washington State Unified Business Identifier Number (UBI): _____