



Seattle

REQUEST FOR PROPOSALS

Consultant Contract

Project Title: Downtown Subarea Planning

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	12/15/22
Optional Pre-Submittal Conference Teams Meeting, 10:00am Invitation available upon request	1/4/23
Deadline for Questions	1/9/23
Response Deadline	1/18/23
Interviews	1/25/23
Announcement of Successful Proposer(s)	1/30/23
Anticipated Negotiation Schedule	1/31/23
Contract Execution	2/13/23

*The City reserves the right to modify this.
Changes will be posted on the City website or as otherwise stated.*

Mayor’s Executive Order 2021-08 Vaccination Requirements for City Contractors

The Consultant, by submitting its Proposal, agrees that it will comply with Mayor’s Executive Order 2021-08, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, the Consultant shall submit the City provided Vaccine Attestation form (available at www.seattle.gov/contractorvax) no later than 5 days prior to the start of the Work. During the performance of the Work, Consultant shall provide an updated Vaccine Attestation form upon the City’s request.

The Executive Order and Vaccine Attestation Form are incorporated herein and are available at: www.seattle.gov/contractorvax.

All costs related to the Mayor’s Executive Order shall be considered included with or incidental to other Bid/Cost items.

Procurement Contact Information

Procurement Contact: Magda Hogness, Strategic Advisor, Magda.Hogness@seattle.gov

Table 2: Delivery Address

It is important to use the correct address for the delivery method you chose.

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Magda Hogness Office of Planning and Community Development 600 Fourth Avenue, Floor 5 Seattle, Washington, 98104	Magda Hogness Seattle Municipal Tower P.O. Box 94788 Seattle, Washington, 98124-7088

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer's own risk. The City is not bound by such information.

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1. Purpose and Background.

The City of Seattle's Office of Planning and Community Development (OPCD) is seeking to contract with a vendor for the engagement, policy and plan development of a Downtown Subarea Plan. There is a companion RFP for the associated technical analysis work. The Scope of Work described within this RFP is for a maximum of \$300,000. The City intends to select one project team to conduct the Scope of Work described below, but may elect to divide the work into multiple sequential contracts. There is also the possibility of additional funds in future years to support subsequent phases for the five forthcoming subarea planning efforts.

The companion RFP for the technical analysis will be for a maximum of \$200,000. During the negotiation process, the technical analysis team selected for this work will have the option to have an independent contract, or to serve as a subconsultant under the engagement and planning team.

Please direct questions to: Magda Hogness, magda.hogness@seattle.gov

Objectives:

The overall project goal is to develop the Downtown Subarea Plan.

Our designated Urban Centers – Downtown, Uptown, South Lake Union, Capitol Hill/First Hill, University District, and Northgate – are home to a significant share of Seattle's residents and workers. These centers will continue to play a critical role in accommodating growth over the next 20 years. We are beginning the process of planning for each of our centers toward becoming more equitable, vital, and resilient places in the future.

Seattle's Office of Planning and Community Development is undertaking an extensive effort to develop subarea plans for all regionally designated centers. The Subarea Plans are long range strategies for growth and investment that are responsive to the values, challenges, opportunities, and goals of the City for each center with a planning framework laid out by the Puget Sound Regional Council (PSRC). We expect the subarea plans to address more specific land use regulatory changes than those contained in the Comprehensive Plan, as well as to specify and coordinate capital investments for utilities and other infrastructure. Each Subarea Plan will address a long-range planning period out to approximately 2045. The plans must be consistent with PSRC requirements for regional designation. The Subarea Plans will be adopted by ordinance (a PSRC requirement) as sections of the Comprehensive Plan.

Subarea planning for each Regional Growth Center, meeting the requirements of PSRC designation, will include a comprehensive approach that addresses visioning with community, public services, transportation, economy, housing, land use and development patterns, environment, climate change and adaptation. This work must be undergirded by robust public engagement and racial equity that is centered.

The specific objective of this contract is to conduct community engagement emphasizing racial equity to develop vision and policies and ultimately produce a Downtown Regional Center Subarea Plan. The engagement process should focus on those most often underrepresented in decision-making processes, including Black, Indigenous, and people of color (BIPOC), people with low English language proficiency, youth, people with low access to technology, and those who have experienced displacement.

This work will be conducted in collaboration with a technical team that will be conducting analysis. The goals and vision developed through this contract will inform which alternatives are studied and what evaluation

methods are used or prioritized in the technical studies. In turn, the results of the technical studies will allow for an informed engagement process.

The final deliverables are fully described in the Scope of Work below and include collecting community feedback and providing comments to the project team to align the technical studies with the feedback.

Consultant Selection:

The Consultant Team should demonstrate experience with the following:

- Expertise in inclusive community engagement emphasizing racial equity
- Expertise in integrating racial equity analysis and community engagement outcomes into planning projects; and
- Expertise in developing and delivering oral and written communications materials that resonate with a wide variety of audiences

Experience with any of the following is not required, but desired:

- Web design, graphic design, animation, digital media, or film
- Experience with environment, climate change and adaptation focused projects
- Knowledge of land use and development regulations
- Experience in market and economic analysis or projects
- Experience with transportation focused projects

2. Performance Schedule.

This contract is anticipated to commence in February of 2023 and run through December 31, 2024. See scope of work, section 5, for approximate timeline.

3. Solicitation Objectives.

The City expects to achieve the following outcomes through this consultant solicitation:

Identify the most qualified consultant to conduct community engagement emphasizing racial equity to develop vision and policies and ultimately produce a Downtown Subarea Plan within the constraints of budget and timeframe.

4. Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

- The project manager shall have a minimum of 5 years' experience with relevant projects.
- The team shall demonstrate their experience using examples of relevant projects in complex urban environments in cities similarly sized or larger than Seattle within the last ten years.
- Expertise in inclusive community engagement emphasizing racial equity
- Expertise in integrating racial equity analysis and community engagement outcomes into planning projects; and

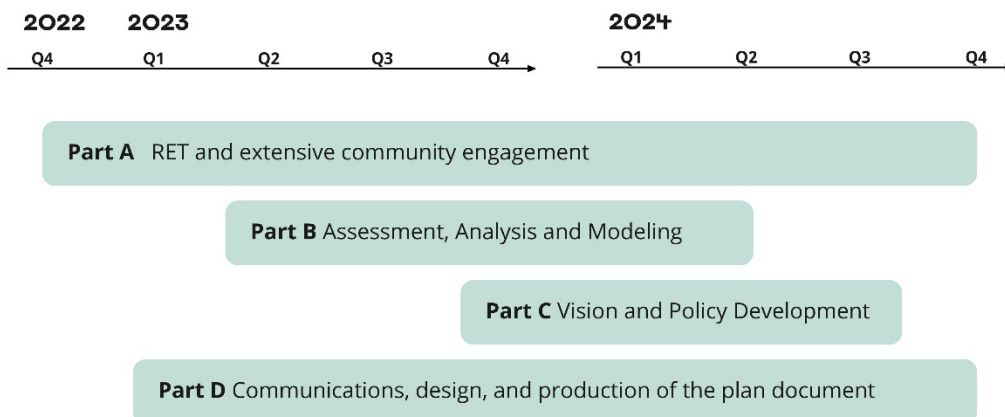
- Expertise in developing and delivering oral and written communications materials that resonate with a wide variety of audiences

5. Scope of Work.

The following Scope of Work is composed of the following parts, which will be coordinated with the technical studies and implemented through an iterative process as proposed by the consultant team. In other words, this is not a linear list of tasks; each area of work will need to inform the others within a clearly defined and well-managed process, with clear milestones. An approximate schedule of events and phases is included for guidance on timelines and process.

Schedule of Events	Date/Time
<i>Racial Equity, Engagement, Vision, and Policy development for Subarea Plan</i> (Parts A, C, D of Scope of work) Solicitation Release	December 2022
Optional Pre-Submittal Conference	December 2022
Deadline for Questions	January 2023
Response Deadline	January 2023
Technical Analysis (Part B of Scope of Work) Solicitation Release	March 2023
Optional Pre-Submittal Conference	March 2023
Deadline for Questions	March 2023
Response Deadline	April 2023
Interviews	April 2023

Downtown Subarea Planning Timeline



Part A: RET and extensive community engagement (25% work fee distribution)

- 1) Center equity using the tools and resources developed by the Office of Civil Rights to shape the scope of work and to develop, review, and implement the subarea plan. Begin with a Racial

- Equity toolkit to lay out a process and a set of questions to guide the development and evaluation of plan policies, initiatives, programs, and budget. Refer to the background research and Tribal Assessment of Place, described in scoping research, to guide and inform the RET.
- 2) Develop and implement a plan for the engagement and visioning process that will include residents, businesses, workers, Tribes, and organizations from all potentially impacted neighborhoods. Incorporate strategies for empowering communities in meaningful, decision-making roles that are often underrepresented, including BIPOC residents and BIPOC-led organizations, people with low English language proficiency, youth, and people with low access to technology.
 - a. Establish a community stakeholder advisory group. Outreach to key stakeholders with specific emphasis on historically underrepresented communities and perspectives.
 - b. Refer to the Tribal Assessment of Place to inform the development of process for continued engagement of Tribes throughout the subarea planning process.
 - c. Plan and host meetings, events, and community conversations.
 - d. Create opportunities for community members to meaningfully engage in all phases of the project including scoping, policy/strategy development, and draft review phases. Utilize best practices and technology to maximize opportunities for community input
 - e. Leverage community input from other projects and work with City to form advisory team(s) in collaboration with other initiatives active such as the Comprehensive Plan update, Seattle Transportation Plan, Chinatown/International District planning and other recent planning initiatives
 - 3) Document engagement and report findings back to City, elected representatives, and agencies.
 - a. Describe or reference how equitable community engagement shaped the plan's goals, policies, and strategies.
 - b. Encourage coordination with tribes, ports, military installations, and special purpose districts, and adjacent jurisdictions, when applicable. Prioritize services and access to opportunity for people of color, people with low incomes, and historically underserved communities.
 - c. Gain community input on priority of local investments in the center, including a list of specific transportation planning investments and programs and other public infrastructure investments.

Part B: For Reference Only Assessment, Analysis and Modeling (40% work fee distribution)

Develop a comprehensive approach that responds to community, stakeholder and agency input as outlined in Part A and meets PSRC adopted substantive requirements for environment and climate change, land use and development patterns, housing, economy, transportation public services. Conduct background research working from information already compiled by the City.

- 1) Environment, Climate Change and Adaptation. Identify significant environmental features and analyze the role of land use, development, and transportation on greenhouse gas emissions. The technical report should include current policies and identify programs and best practices that:
 - a. Improve health equity and ecology in landlocked areas by implementing restorative environmental design solutions and increasing access to open space, particularly for populations affected by poor air quality.
 - b. Protect and enhance critical/environmentally sensitive areas, parks, and open spaces. Identify and minimize gaps in equitable access to parks, open spaces and Resilience Hubs.

- c. Support innovative stormwater management.
 - d. Avoid or mitigate environmental impacts for vulnerable populations. Study place-based strategies for workforce development with climate change investments, including opportunities for BIPOC career paths with pre-apprenticeships and job development in capital development and future development.
 - e. Support achievement of state and regional greenhouse gas emissions reduction goals.
 - f. Reduce air pollution and greenhouse gas emissions by increasing alternatives to driving alone. Expand electric transportation infrastructure.
 - g. Promote innovative green building practices in design, materials selection, construction, and maintenance to support decarbonizing buildings by 2050.
 - h. Encourage retrofitting of existing buildings to reduce building energy use. Study strategies to support retrofitting unreinforced masonry buildings.
 - i. Research approaches to reduce urban heat island effects in public and private development for climate adaptation.
- 2) Land Use/ Development Patterns: Identify development capacity and constraints, zoning and development regulations including consistency with size requirements for regional centers. The technical report should include current policies and identify programs that:
- a. Encourage a mix of complementary and resilient uses sustained through a local population base. Study strategies, current trends, and possibilities for residents of all backgrounds, races, and income levels to meet their daily needs within a short, safe walk or bicycle ride from their homes.
 - b. Study the development of office to residential use trends to develop strategy for long term resilience.
 - c. Encourage active storefronts, including strategies that can support arts and cultural priorities and perform multiple services.
 - d. Establish design standards for pedestrian-friendly, transit-oriented development and other transit-supportive planning that orients land uses around transit.
 - e. Eliminate superblocks through innovative site design and public/private partnerships.
 - f. Promote infill development, particularly on underutilized parcels. Study current trends of site underbuilding and recommendations for codes and incentives to prevent the practice.
 - g. Increase access to opportunity, including employment and education opportunities and improved neighborhood quality of life.
 - h. Study air quality and urban heat mitigation strategies, coordinate sitting analysis and investment for Resilience Hubs.
- 3) Housing: Assess future housing need in the center as part of the jurisdiction-wide housing needs assessment. The technical report should include current policies and identify programs that:
- a. Reduce the risk of residential displacement through a variety of anti-displacement strategies, including leveraging growth opportunities to provide new affordable units and preserving existing affordable housing.
 - b. Encourage coordination with housing organizations and community groups to address issues of homelessness, fair housing, anti-displacement, etc. Partnering with housing program and service providers can promote more equitable housing opportunities within the center.
 - c. Study the conversion of nonresidential to housing trends and other strategies to encourage more housing.

- d. Identify policies and programs that will create homeownership opportunities at varying income ranges
- 4) Market/economic analysis on key economic sectors and industry clusters in the center, including those recognized in the Regional Economic Strategy. Analysis for market potential for accommodating future population and job growth ground in context of historic redlining and access to opportunity. The technical report should include current policies and identify programs that:
 - a. Define what a thriving economy could look like long term. Encourage the use of economic development tools to promote retention, expansion, and growth of employment opportunities within the center.
 - b. Reduce the risk of commercial displacement through a variety of anti-displacement strategies. Identify means of intergenerational wealth building opportunities and affordable long-term commercial.
 - c. Expand access to economic opportunities through actions such as adopting a priority hire ordinance, encouraging workforce development partnerships, and identifying pipeline education or training opportunities.
 - 5) Transportation analysis and modeling illustrating relationships to regional high-capacity transit (including bus rapid transit, commuter rail, light rail, ferry, and express bus) and local transit including existing and planned transit service. The technical report should include current policies and identify programs that:
 - a. Coordination with SDOT on the Seattle Transportation Plan and with other transit agencies to identify planned transportation investments, programs, and resources, including transit, pedestrian, and bicycle facilities to eliminate modal conflicts and promote safety and connectivity.
 - b. For each neighborhood identify plans for streets that serve all users, including pedestrians, bicyclists, transit users, vehicles, and – where appropriate – freight. Support context-sensitive design of transportation facilities. Encourage environmentally friendly street (“green street”) treatments.
 - c. Adopt level-of-service standards and concurrency provisions tailored for the center to encourage transit.
 - d. Establish a parking management strategy that addresses supply of parking, on-street parking, and mitigating effects of parking.
 - e. Identify strategies to achieve a mode-split goal that advances a more sustainable mix of auto, transit, and non-motorized trips.
 - 6) Public Services, describe or reference local capital plans for infrastructure specific to the center, as well as their financing (such as sewer, water, gas, electric, telecommunications). The technical report should include current policies and identify programs that:
 - a. Ensure facilities are provided consistent with targeted growth and encourage intergenerational use.
 - b. Ensure availability of public services, including K-12 education, to meet the needs of residents, workers, and businesses.

Part C: Vision and Policy Development (15% work fee distribution)

- 1) Use engagement techniques described in Part A to inform the development of a vision that responds to the values, interests, priorities, and concerns identified in the process.
- 2) After the completion of the Part B Assessment, Analysis and Modeling, continue engagement techniques described in Part A to determine policy alternatives for land use, transportation,

environment/climate, capital facilities, housing, urban design, economy, and other relevant topics. Document descriptions of community goals, values, and priorities and how the engagement process meaningfully shaped the development of policy alternatives.

- 3) Develop SEPA supplement/addendum to Comprehensive Plan EIS, if needed.

Part D: Communications, design, and production of the plan document (20% work fee distribution)

- 1) Develop and implement a media and communications plan.
 - a. Maintain and regularly update social media accounts and a project website.
 - b. Develop talking points and participate in press interviews.
 - c. Develop and distribute printed media such as flyers to advertise engagement events.
 - d. Coordinate messaging with project team
 - e. Through film, animation, art exhibits, or other forms of art or media, collect and convey stories about the current and historical impacts.
 - f. Coordinate engagement efforts and project timelines, milestones, and deliverables with the City, and other major related efforts and initiatives.
- 2) Work with the City to lead interagency advisory meetings, including development of meeting agendas and supporting materials; presentations; meeting facilitation; and meeting summaries.
- 3) Final Production of the plan document
 - a. Final Deliverables to include a highly approachable Summary Report, Interactive Website, and a more detailed Technical Report.
 - b. All materials will be delivered in print ready and electronic format, including fully editable working files in a mutually agreed upon file format. All materials are expected comply with all accessibility requirements.
 - c. All final materials to include copyediting with staff outside of the project team, either as an inhouse or independent consultant.

6. Contract Modifications.

The City consultant contract is attached (See Attachments Section).

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an "Exception". The Consultant must provide a revised version that shows their proposed alternative contract language. 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 Consultant'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 the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

7. 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 Consultant response that fails to comply with the instructions.

7.1 Registration into the Online Business Directory

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 .

7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarifies issues. This also allows Proposers 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.

7.3 Questions.

Proposers 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 Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to questions if any are issued.

7.4 Changes to the RFP/RFQ.

The City may make changes to this RFP/RFQ 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/RFQ will be made by formal written addendum issued by the City and shall become part of this RFP/RFQ.

7.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant 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 Consultant 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.

7.6 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 has 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.

7.7 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 Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard copy, the hard copy has precedence.

7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer'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 Proposer after the RFP/RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

7.10 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers 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 Proposer or another person acting on behalf of the Proposer) 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 Proposer that initiates such contacts may be rejected from the process.

7.11 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. 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 Consultant 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.

7.12 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.

7.13 Federal Excise Tax. The City is exempt from Federal Excise Tax.

7.14 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant 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 Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

7.15 Expansion Clause.

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

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) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant 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.

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, time extensions, and Work Orders issued on an On-Call

contract. 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.

7.16 Effective Dates of Offer.

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

7.17 Cost of Preparing Proposals.

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

7.18 Readability.

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

7.19 Changes or Corrections to Proposal Submittal.

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

7.20 Errors in Proposals.

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

7.21 Withdrawal of Proposal.

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

7.22 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.

7.23 Incorporation of RFP/RFQ and Proposal in Contract.

This RFP/RFQ and Proposer'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 Proposer.

7.24 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.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

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.

7.25 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers 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.

7.26 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

7.27 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 Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

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

7.28 Proprietary Materials.

The State of Washington's Public Records Act (Release/Disclosure of Public Records): Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) 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.

The State of 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).

Bidders/proposers 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 proposer also acknowledges that the City will have no obligation or liability to the proposer 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>.

7.29 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/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities.

Consultants 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 Consultant. 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 Consultants.

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.

7.30 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>.

7.31 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.

8. Response Materials and Submittal.

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in the order requested, may cause the City to reject your response.

1. Mandatory - Consultant Questionnaire:

Submit the following in your response, even if you sent one in to the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

2. Letter of interest (optional). The written response portion should not exceed one page.

3. Proof of Legal Business Name (if applicable):

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

4. Mandatory – Minimum Qualifications:

Provide up to a single page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

5. Mandatory – Consultant Inclusion Plan:

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

6. Mandatory - Proposal Response:

This document details the submittal requirements for your proposal response.

In addition to describing your approach to the scope of work, please answer the questions below. Whenever possible, please reference previous experiences in your response:

1. How do you plan to approach the development of policy recommendations outlined in the scope of work to center equity, values, interests, priorities, and concerns identified in the process?
2. Provide 1-3 examples of projects focused on long term planning and describe how it led to implementation and actionable items.
3. Use 1-3 examples to describe innovative communication approaches (through film, animation, art exhibits, or other forms of art or media) to collect and convey stories.

The written response portion should not exceed 1500 words or (3) pages in text length. Images will not be counted toward the limitation.

7. Mandatory – Cost and Pricing:

Provide a fully-loaded hourly rate, including a breakdown of the total number of hours to complete the Work and a firm fixed price based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work.

Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal.

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

Submittal Checklist.

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

1. Mandatory – Consultant Questionnaire.
2. Proof of Legal Business Name (if applicable)
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Consultant Inclusion Plan
5. Mandatory – Proposal Response (see Proposal Response Section, above).
6. Mandatory – Cost and Pricing
7. Mandatory – Non-Disclosure Agreement form(s), signed (if applicable)
8. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5” x 11” page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

9. Selection Process.

9.1 Initial Screening

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

9.2 Proposal Evaluation

	Total Possible Points
Team personnel	200
Experience & Qualifications	200
Community Engagement & Racial Equity	200
Proposal Response: Approach to Scope of Work	40
Proposal Response: Question 1	40
Proposal Response: Question 2	40
Proposal Response: Question 3	40
Cost Proposal	40
Inclusion Plan	100
Interviews	100
Grand total	1000

9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth 100 additional points.

9.4 References

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

9.5 Selection

The City shall select the highest ranked Proposer(s) for award, including written proposal and the interview (if applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

9.6 Contract Negotiations

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City does intend to negotiate the base contract, which has been attached (See Attachments).

9.7 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.

9.8 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.

10. Award and Contract Execution.

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

10.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

10.2 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.

10.3 Limited Debriefs.

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

10.4 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) day time 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.

10.5 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.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)
- Vaccine Attestation form (available at www.seattle.gov/contractorvax)

10.6 Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and 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>

10.7 Insurance Requirements

- No proof of insurance is required.
- 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>

10.8 Standard Consultant Contract Template

Found here:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-PC-consultant-standard-roster-consultant-agreement.docx>

City of Seattle

(Enter Name of Department)

CONSULTANT (insert "ROSTER" if applicable) AGREEMENT

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

AGREEMENT NUMBER: (Enter Agreement Number)

Instructions: Verify company legal name before you prepare contract. Companies often use a "doing business as" name and you want to use their legal name for your contract. The legal name is verified by the Secretary of State where the company is incorporated. Print and keep for your contract files:

<http://www.coordinatedlegal.com/SecretaryOfState.html>.

The drafter of the contract should begin by viewing the footer of the document and entering the contract name and agreement number. Then enter information as requested in all text boxes highlighted in yellow. Delete any blank lines that result from editing.

Note: If the project is federally funded, the drafter will need to ensure compliance with all federal requirements and include all required federal contract clauses. For Federal Transit Administration (FTA) funded projects, see https://seattle.gov.sharepoint.com/sites/FAS_Purchasing_Contracting/SitePages/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.

Using Roster Consultants: Consultants selected from the Roster are limited to work within the Roster category they are approved to: [Roster categories](#). Except for A&E contracts, 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 and red instructional text above and below after completing.

The purpose of this contract is to (INSERT); and

The Consultant was selected through (examples: a selection from the Consultant Roster for Category XX, orthrough an SOQ issued by the City dated XX/XX/XXX, ora Request for Proposal,or an Emergency, ora Sole Source, orthe public benefit nonprofit exception).

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. TERM OF AGREEMENT.

Instructions: *Select **OPTION 1** or **OPTION 2** below.*

Departments may choose **Option 1** for projects that do not have strict project deadlines. This may be appropriate for most projects. There is a proven risk that contracts may terminate prematurely before work is completed because the termination date on the contract ends the contract earlier than the actual completion date of the work. The administrative process to amend a contract for time extension alone is disruptive, untimely and labor intensive. The approved language for **Option 1** would eliminate these risks. However, it's recommended you provide milestones or a project schedule with desired completion dates as part of the Scope of Work.

Departments may choose **Option 2** for projects that have strict project deadlines, where timing is crucial. This may include projects for pre-construction services that are tied to a construction schedule; projects with specific milestones or deliverables tied to completion dates; and projects with federal or levy funding, etc. Note: federally funded projects may have more stringent requirements for contract terms, e.g., for FTA funded projects, contracts shall not exceed five years unless justified.

Delete the option you do not select, and delete the "**OPTION 1**" or "**OPTION 2**" label of the option you do select. Delete any blank lines resulting.

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

OPTION 1 [Note: It's recommended you provide milestones or a project schedule with desired completion dates as part of the Scope of Work when using **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 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.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under 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 the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

Instructions: *The Scope may be written within this Section or as an attachment. Select an option below and delete the other. The standard Scope of Work provision below must also be in this Section.*

In developing a Scope, there should be a relationship between the Scope in this Section, including work tasks and deliverables, and the PAYMENT section, including dollar amounts, associated fees, charges and reimbursements.

The Scope should be consistent with an independent contractor (department will not direct or supervise work like that of a City employee (i.e. does not do performance evaluations, hire, terminate, discipline, not in the City Directory, etc.

If the scope has a Union position within your department that performs this work, notify the Union of your intent to contract.

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

Option 1 The Scope of Work of this Agreement and the time scheduled for completion of such Work are:

Option 2 The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit _____, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any 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 all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work 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.

5. INTERLOCAL COOPERATION ACT.

Instructions: This Section implements the Council intention to allow Interlocal Agreement sharing of contracts, when the Council amended the SMC in 2005. That being said, this language below can be removed and RESERVED inserted after the title instead. This is not essential yet is reasonable to include if you anticipate this contract might be of interest for use by the contract entities.

Delete this box after completing.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Consultant may accept or decline such Work. If the Consultant accepts work from another public agency using the City of Seattle Agreement as the authority, the Consultant shall offer the same prices, terms and conditions. The City of Seattle accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

6. PAYMENT.

Instructions: A more detailed payment explanation may be inserted by your department. It must include the maximum amount to be paid to the consultant per the scope, and benchmarks for when certain progress payments will be paid.

ROSTER contracts dollar values are limited to

https://seattlegov.sharepoint.com/sites/FAS_Purchasing_Contracting/SitePages/Bid-Limits-and-Thresholds.aspx.

DELETE Options 1 below and under 6.1 PAYMENT PROCEDURES if this agreement is for a lump sum or paid per deliverable. Note: The lump sum payment option is used rarely and is best for short-term projects (3 months or less) and/or where it is impractical to make incremental monthly payments. A Lump-sum payment is a one-time, single payment for the completion of the Scope of Work and does not allow for monthly payments or payments in advance.

Delete this box and red instructional text above and below 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.

6.1 PAYMENT PROCEDURES.

Instructions: *Edit as appropriate for your department.* 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 6.3 below); you should not limit it to less frequently than once per month.

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

Option 1 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 a properly prepared invoice containing the information listed below.

Option 2 [for lump-sum payments] 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 below:

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

Instructions: *Delete the highlighted text after completion.* Delete this box after completing.

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

See attached checklist for further instructions.

Invoices must clearly display the following (sub-consultants' invoices 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

Instructions: *Delete paragraphs A and B below if not applicable.* Delete this box after completing.

- A. If there are any grant or loan monies involved in this Contract, the Consultant shall retain all required records for three years after the funding agency has audited the grant or loan. The funding agency shall be allowed access to such records for the same time duration.

Funding Agency	Project Grant or Loan Number.
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Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.

- B. Payment from the Management Reserve Fund. For a Management Reserve Fund to be utilized on this Contract or any subsequent amendments it must already be identified on the associated exhibit for the estimated cost. The Management Reserve Fund is to provide the Department with flexibility to authorize additional funds for allowable unforeseen costs beyond those estimated for in the tasks of the Scope of Work, or for reimbursing the Consultant for additional work requested by the City toward completing the Scope of Work.

Payment from the Management Reserve Fund is at the sole discretion of the Department and must be authorized in writing before the Consultant performs the additional work. Such written authorization will include a description of the work that is to be performed and shall specify the amount of the payment, including, if applicable, any profit factor. Any fixed fee for work reimbursed from the Management Reserve Fund shall be negotiated at the time such work is assigned to the Consultant and shall be authorized in writing by the City.

The Consultant shall show separately and identify on its invoices all charges against the Management Reserve Fund.

6.2 REIMBURSABLES

***Instructions:** This section is the City travel policy. Delete, edit or keep. This should be used if there is travel or other reimbursables, and you do not have department-specific travel rules. Ensure every and any federal contract requirement is expressed, if applicable and additional to Section 4 item B above. Check for duplication of specifications about these items and delete this working or those within your own documents, as you prefer.*

Delete this box after completing.

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for approved direct expenses shall include an itemized listing of charges supported by copies of original bills, invoices, expense accounts, subconsultant invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Pre-approved Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts may be required as documentation.* The invoice shall state, "The meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the [Federal Internal Revenue Service Standard Business Mileage Rate](#) in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. For in-house expenses, the Consultant will provide backup documentation. Examples of these types of costs include copies and fees for rentals of specialized equipment such as surveying equipment, noise monitoring equipment and diving equipment. Any rental fees for equipment owned by the Consultant must have a standard backup rental rate sheet that applies to the Consultant's use of the equipment for clients.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred. Copies of all Subconsultant invoices that are rebilled to the City are required.

6.3 PROMPT PAY.

Instructions: **Do not modify or remove this section.** For questions, call Steven Larson at 4-4529 or Julie Salinas at 4-0383.

Delete this box after completing.

Definitions

- A. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. 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)* that 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.

6.4 SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS.

Instructions: A WMBE Inclusion Plan is required on all projects valued at \$343K or more or when the administering department has optioned to include the Plan for projects valued less than \$343K.

Section 10.B Option 2 shall also be selected when a WMBE Inclusion Plan is required.

If the administering department has determined that a WMBE Inclusion Plan does not apply, i.e., the Consultant is a sole-proprietor or LLC and no subs will be used – please contact Miguel Beltran miguel.beltran@seattle.gov for further guidance.

For questions, call Steven Larson at 4-4529 or Julie Salinas at 4-0383.

Delete this box after completing.

This provision applies if a WMBE Inclusion Plan is required per section 10. SOCIAL EQUITY REQUIREMENTS subpart B or if a Plan is attached and made part of this Agreement. If no WMBE Inclusion Plan is required, Consultant shall not be required to report subconsultant payments.

Consultant agrees that if a WMBE Inclusion Plan is required this provision shall apply:

The Consultant shall report payments made to each Subconsultant through B2GNow at:

<https://seattleconsulting.diversitycompliance.com/>

- 1) The Consultant shall report the first Subconsultant payment report no later than the 15th of the first month following issuance of the first payment made by the City to the Consultant, unless otherwise specified by the department.
- 2) Subsequent monthly Subconsultant payment reports shall be submitted by the 15th day of every month thereafter.
- 3) The last Subconsultant payment report shall be marked as “Final” in B2GNow and shall be submitted no later than 30 Days after the expiration of the Agreement.

- 4) The Consultant shall require each Subconsultant to verify each payment through B2GNow.
- 5) The Consultant is responsible for ensuring that all Subconsultants working on the contract (WMBE and Non-WMBE) entered in the B2GNow System for payment reporting purposes.
- 6) The Consultant shall require each Subconsultant to register on the City's Online Business Directory prior to completing the first online report. <https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx>.
- 7) The Consultant shall also require its Subconsultants to report payments made to any lower tier Subconsultants, if any, in the same manner as specified herein.
- 8) The City reserves the right to withhold payments from the Consultant for non-compliance with this section.

The Consultant may contact (insert department name contact and phone number) or the Purchasing and Contracting division (PC), City of Seattle, Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

7. TAXES, FEES AND LICENSES.

- A. The Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

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

Option 1 See section 6.1 PAYMENT PROCEDURES

Option 2 Deliver all official notices and deliverable materials under this Agreement to:

If to the City:	If to the Consultant:
City contact email/phone DEPARTMENT PO Box Seattle WA 98124- XXXX	Firm Contact FirmName email/phone Firm Address

9. EQUAL BENEFITS.

This provision applies to all contracts valued at \$58,000 or above, including amendments. The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Consultant provides to spouses of employees. At the City's request, the Consultant shall provide information and verification of the Consultant's compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

10. SOCIAL EQUITY REQUIREMENTS.

Instructions: Select Option 1 or Option 2 for section B and delete the other. Option 2 requires an Inclusion Plan for contracts estimated at \$343,000 or more. Call Steven Larson at 684-4529 or Julie Salinas at 684-0383 if you have questions. Note: If the project is federally funded, different requirements may apply, e.g., instead of WMBE requirements, DBE requirements may apply.

Delete this box after completing.

- A. Non-discrimination: 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, 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 identify, 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.
- B. WMBE Inclusion: The Consultant shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE 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.

(Option #1 Inclusion Plan NOT required) Inclusion 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 schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.

(Option #2 Inclusion Plan IS required) Inclusion responsibilities shall include those commitments agreed upon between the City and the Consultant as a result of the WMBE Inclusion Plan submitted with the Consultant Proposal and as agreed upon by the City. The Inclusion Plan is incorporated herein by this reference as an Attachment.

- C. 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
- D. Other Labor Standards Requirements: The Consultant shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
- E. 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.

11. PROTECTION OF PROPERTY

Consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Consultant releases and agrees to hold the City

harmless from liability for losses or damages or any kind sustained by Consultant in performing the services required hereunder.

12. INDEMNIFICATION.

Instructions: *This indemnification language is for any contract, whether engineering, architecture, or any other service. Departments can make decisions when modifying indemnification, and should 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.

13. INSURANCE.

Instructions: **Select Option 1 or 2 and delete the other.** *The insurance provisions included below are general purpose. For a consultant agreement, it may be necessary to increase or decrease the coverages and requirements. Departments should evaluate, with the advice of FAS Risk Management, the appropriate types and amounts of insurance coverage for each contract. Departments are required to contact the Risk Management office to determine the insurance requirements for consultant services that pose a "high" risk to the City, per the Risk Management Checklist. For more detailed descriptions of the Risk Management process for consultant contracts, including insurance documentation requirements, please refer to the Consultant Contracting Guidelines and/or Risk Management InWeb.*

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."

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in funding of the Work, to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington or other reasonable locations that the Agency selects. The Consultant shall permit the Agency to copy books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement.

15. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. 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 shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. The Consultant shall ensure that all subconsultants comply with all obligations and requirements applicable to the subcontracted work. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

18. CITY ETHICS CODE (SMC 4.16.010 TO .105).

- A. The Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.
- C. The Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.
- D. The Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

- A. 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.

19. NO CONFLICT OF INTEREST.

The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, 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.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for 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. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for 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 copy and distribute every document and all the 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 program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. 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 the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference 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.

22. NON-DISCLOSURE AGREEMENT

Instructions: Select Option 1 or 2 and delete the other. A SAMPLE NDA form is provided in this Agreement template. DELETE the form if selecting Option 1

Delete this box after completing.

Option 1 No Signed Non-Disclosure Agreement is required

Option 2 A signed Non-Disclosure Agreement is required and is attached and made part of this Agreement

23. PROPRIETARY AND CONFIDENTIAL INFORMATION.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) 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.

The State of 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).

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 may be considered legally exempt from disclosure. 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 the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

25. TERMINATION.

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach 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 the 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 without cause and including the City's convenience, upon written notice to the Consultant.
- D. 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.
- E. Actions upon Termination: if termination occurs and is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but

such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees 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 (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to 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.

26. CONSULTANT PERFORMANCE EVALUATION.

The Consultant's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed <http://www.seattle.gov/contracting/docs/ccPE.doc>.

27. DEBARMENT.

Federal Debarment: The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification of subconsultant debarment status within the Consultant records.

City of Seattle Debarment: Under SMC Chapter 20.70, the Director of Purchasing and Contracting (PC), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Consultant from contracting or subcontracting with the City for up to five years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. 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. Failed to cooperate in a City debarment investigation.

The PC Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

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. 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 reserves the right to require such background checks at any time. 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>.
- C. 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.

- D. **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.
- E. **Americans with Disabilities Act (ADA):** [~~Delete the rest of the paragraph below and insert “RESERVED” after the title if not applicable~~] Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- F. **Federal, State, and Local Compliance:** The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, 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). Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- G. **Violations of Law:** Any violation of the requirements in Section 28.F 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 28.F, Consultant may also be subject to debarment from City contracting activities in accordance with Section 27.
- H. **Venue:** This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- I. **Remedies Cumulative:** Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

- J. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- K. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- L. Waiver: No covenant, term or condition or the breach 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 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.
- M. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Consultants Proposal, and Consultants WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Consultant’s Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- N. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had 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.
- O. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

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): _____

Instructions: Sample Attachments are provided below with additional instructions in parenthesis. Modify the list for your project as needed.

Delete this box after completing.

Attachments:

- Consultant Questionnaire (required above \$10K) – *to be returned with your signed Agreement.*
<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>
- Exhibit **XX** - Scope of Work (Insert Exhibit if applicable)
- Non-Disclosure Agreement (DELETE from this package if not applicable)
- Invoice Review Checklist
- SAMPLE Invoice Package (replace with Consultant’s invoice form if applicable)
- Insurance Transmittal form (applicable when Standard or additional insurance is required) – *proof of certification and blanket/additional insured endorsement wording coverage for the City of Seattle should be submitted with your signed Agreement.*

EXHIBIT

ENTER EXHIBIT #

Non-Disclosure Agreement

CONTRACT #

ENTER CONTRACT #

CONTRACT TITLE:

ENTER CONTRACT TITLE

THIS IS A SAMPLE FORM ONLY. MODIFY FOR YOUR DEPARTMENT NEEDS OR DELETE FROM THIS AGREEMENT IF NOT APPLICABLE.
Delete this box when done

This AGREEMENT is made and entered into by and between the City of Seattle ("City") and **ENTER CONSULTANT NAME**, ("Consultant") and is effective upon contract execution.

Whereas, the Consultant requires access to many forms of confidential materials, including **[EDIT THIS LIST AS NEEDED]** names, addresses, telephone numbers, email addresses, files, records, court documents and other forms of proprietary, private or personal-identifying information, herein referred to as "Information", to propose, develop, implement, maintain or perform the Scope of Work. The Consultant must comply with all city, state and federal regulations in accessing and using this Information.

THEREFORE IT IS AGREED AS FOLLOWS:

The City will allow the Consultant access all Information required to perform Consultant's Scope of Work.

The Consultant agrees to limit the use of this Information to the purposes ("Purposes") of fulfilling the requirements of the Scope of Work.

The Consultant agrees that access to Information will be limited to approved employees and subcontracted employees ("Authorized Personnel"). The Consultant agrees that it will provide the City of Seattle with a list of employees who will have access to Information. Consultant agrees that all Authorized Personnel shall be informed of the provisions of this Agreement and shall first agree to comply with the revisions of this Agreement before Consultant permits any Authorized Personnel to have access to Information.

The Consultant shall obtain written authorization from the City prior to permitting any Consultant or subconsultant employees to have access to Information. The City and Consultant will screen all Consultant or subconsultant employees whom the Consultant requests to have access to Information. Screening may include a criminal record background investigation. At the City's sole discretion, the City may deny authorization to an individual because of criminal record or other pertinent reason. Authorization can be revoked immediately for anyone reasonably believed to be violating access/disclosure regulations.

The Consultant agrees to further limit access to Information to Authorized Personnel. No copies of Information shall be made except as clearly necessary to accomplish Purposes of this Agreement. The Consultant agrees to destroy copies of such Information when copies of such Information are no longer needed for Purposes of this Agreement.

The Consultant will not disclose any Information in any form which can identify an individual in any report or documentation, except for the Purposes of this Agreement when working with City personnel, or Authorized Personnel on the list.

The Consultant agrees to take all necessary reasonable precautions to protect Information from unauthorized access, alteration, or destruction. Information and programs to access it must be stored in secure systems or locked containers. Consultant shall employ all current safeguards to prevent unauthorized access to disk and tape files. Consultant Personnel shall not bypass or override security provisions in the course of their work.

In the event that the Consultant deems it necessary, for the purposes of this agreement, to disclose Information to any subconsultant, the Consultant shall notify the City and secure the written agreement of the subconsultant to comply with all terms of this Non-Disclosure Agreement as if it were the Consultant named herein. The City shall have the right, at any time, to monitor, audit, and review the activities, policies, records, and documents of the Consultant and its subconsultants in implementing this Agreement in order to assure compliance therewith.

The Consultant shall notify the City Project Manager within 24 hours of a suspected or actual security breach that compromises the security, confidentiality or integrity of Information. Immediately following the Consultant's notification to the City Project Manager, the Consultant shall take steps to immediately remedy the security breach and prevent any further security issues. The Consultant agrees that it shall not inform any third party of any security breach without the City's prior written consent. Further, the Consultant agrees that the City has the sole right to determine whether notice of a security breach is to be provided to a third party, and what the contents of such notice would be.

Since this Agreement provides access to Information on an ongoing basis, the City reserves the right to immediately suspend furnishing Information under this Agreement when it is determined by the City that any rule, policy, procedure, or regulation described or referenced herein is violated or appears to be violated. The Consultant shall not be liable for any deficiencies in the performance of its duties caused by the suspension provided it is later determined by investigation of the City that the Consultant did not violate this agreement. Notice of any such suspension shall be provided to Consultant in writing by the City.

It is hereby understood and acknowledged by the parties that any breach of their obligations detailed in this Agreement may cause the other injury and that monetary relief will not be in every case an adequate remedy for any such breach. Accordingly, in the event of any such breach the injured party may seek injunctive relief from such breach or threatened breach of this Agreement.

Invoice Review Checklist

The City intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

Send the invoices to the correct address:

City Department Address/Invoice Recipient:

Instructions: Please amend this according to your department as to who should first receive the invoice. **Delete this box after completing.**

- Validate that the time for services performed is within the Contract Begin Date and Contract End Date.
- Ensure invoice items have not been previously billed or paid, given the time for which services were performed.
- Ensure enough money remains on the contract including amendments), to pay the invoice.
- Ensure the Labor Rates match the most current approved rate sheet.
- Ensure the Overhead Rate and Fee used in calculating personnel costs match the most current approved rate sheet.
- Ensure the Direct Charges on the invoice are allowable by contract.
- Eliminate unallowable costs (*e.g. Traveling Business or First Class, Alcoholic Beverages, etc.*)
- Verify that personnel named are explicitly allowed for within the contract or most current approved rate sheet.
- Ensure WMBE utilization is provided to the City and/or entered into the City on-line system.
- Check the math.
- Ensure back-up documentation is adequate and complete.

Definitions

- Services- Deliverables or work performed by the consultant including analysis, advice, recommendations, report preparation, design development, and other specialized services.
- Direct Charges- Non-Salary expenses that are necessary and directly applicable to the work required by the contract, for example, Travel & Per Diem, Reproduction Expenses, Office Supplies, and Sub-consultants.
- Contract End Date: Day contract expires.

SAMPLE INVOICE.

Instructions: Please amend the invoice on the next page according to your department and contract needs. You may pull out the sample attached and instead use your own version. **Delete this box after completing.**

Every invoice should be submitted to clearly display all the following information. You may use the City format attached or your own invoice format, assuring that all the information on the sample is also easily found on your own invoice form. For an Excel version:

<http://www.seattle.gov/purchasing-and-contracting/consultant-contracting>

Consultant Contract Invoice By Task

For City
use

Invoice Date *Date*
Consultant Name *Consultant Name*
Contract Number *Contract #*

Contract Title: *Contract Title*

Work Authorization # *If Applicable*
Work Authorization Title: *If Applicable*
Period Covered By *Month/Day/Year to Month/Day/Year*
Consultant Invoice No. *#####*
Consultant Project # *If Applicable*
Consultant Contact *First Name Last Name*
Contact Phone # *(Area Code) ###-####*
Contact Email Address [Name@Company.com](#)
PM *Name of City PM*

Consultant Mailing Address
Street Address, Suite # City, State Zip
Consultant Remittance Address
Street Address, Suite # City, State Zip

Task # - Task Name

Salary Costs				
Personnel	Classification	Hours	Raw Rate	Current Invoice Total
		0	0.00	0.00
		0	0.00	0.00
		0	0.00	0.00
Subtotal Raw Rates Salary Costs This Task				\$ -
			Overhead	0.0%
			Fee	0.0%
Total Direct Salary Costs This Task				\$ -

Direct Non-Salary Costs _____

Item	Expense Category (List Subconsultants Separately)	Notes	Current Invoice Total
1	Travel & Per Diem		
2	Reproduction		
3	Communication		
4	Sampling & Testing		
5	Sub-Consultants		
6	Other		

Subtotal
Direct Non-Salary Cost
This Task
\$ -

Task # - Task Name Total Amount Due \$ -

Task # - Task Name

Salary Costs				
Personnel	Classification	Hours	Raw Rate	Current Invoice Total
		0	0.00	0.00
		0	0.00	0.00
		0	0.00	0.00

Subtotal Raw Rates Salary Costs This Task \$ -
Overhead 0.0% \$ -
Fee 0.0% \$ -
Total Direct Salary Costs This Task \$ -

Direct Non-Salary Costs			
Item	Expense Category	Notes	Current Invoice Total
1	Travel & Per Diem		
2	Reproduction		
3	Communication		
4	Sampling & Testing		
5	Sub-Consultants		
6	Other		

Subtotal Direct Non-Salary Cost This Task \$ -

Task # - Task Name Total Amount Due \$ -

Task # - Task Name

Salary Costs				
Personnel	Classification	Hours	Raw Rate	Current Invoice Total
		0	0.00	0.00
		0	0.00	0.00
		0	0.00	0.00
Subtotal Raw Rates Salary Costs This Task				\$ -
			Overhead	0.0%
				\$ -
			Fee	0.0%
				\$ -
Total Direct Salary Costs This Task				\$ -

Direct Non-Salary Costs			
Item	Expense Category	Notes	Current Invoice Total
1	Travel & Per Diem		
2	Reproduction		
3	Communication		
4	Sampling & Testing		
5	Sub-Consultants		
6	Other		
Subtotal Direct Non-Salary Cost This Task			\$ -

Task # - Task Name Total Amount Due

Total Amount Due This Invoice (Summary of All Tasks)

WMBE UTILIZATION

	A	B	C = F / Total F	D	E	F	G = E + F
Consultant	WMBE Goal	Consultant Type	LTD WMBE %	Contract Budget	Prior LTD Costs	This Invoice	LTD Costs
Prime							
Sub-consultant A	%		#DIV/0!				\$0
Sub-consultant B	%		#DIV/0!				\$0
Sub-consultant C	%		#DIV/0!				\$0
WMBE Sub-Total	0%		#DIV/0!		\$0	\$0	\$0
Non-WMBE Sub-Total							\$0
Total				\$0	\$0	\$0	\$0

*Note: If Prime is WMBE, denote WMBE Goal in Prime row.

#DIV/0!

A - WMBE Goal - aspirational WMBE goals reflected in contract inclusion plan

B -Consultant Type- P+ Prime;

D - total amount of contract, including amendments

S=Subconsultant

Inclusion Plan Progress Description (*Please comment on any deviation from Inclusion Plan goals*):