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**The City of Seattle**

**Department of Information Technology**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

CONSULTANT AGREEMENT

FOR

Telecommunication Systems Replacement Options Analysis

AGREEMENT NO. 160157

This Agreement is made and entered into by and between The City of Seattle (“the City”), a Washington municipal corporation, through its Seattle Information Technology Department, as represented by the Chief Technology Officer, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”)*,*\_\_\_\_\_\_\_\_\_\_ Company of the State of \_\_\_\_\_\_\_\_\_\_\_ and authorized to do business in the State of Washington.

**Recitals:**
The purpose of this Request for Proposal is to seek proposals from experienced consultant process on implementing critical IT processes including but not limited to IT project intake, IT project portfolio management, IT resource management, and IT business relationship management.

The Consultant was selected from Request for Proposal 160157,

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.**

The term of this Agreement shall begin when fully executed by all parties and shall end on January 31, 2017 unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

1. **TIME OF BEGINNING AND COMPLETION.**

The Consultant’s work must be completed by April 28, 2017.

1. **SCOPE OF WORK.**

The Consultant shall perform services and provide deliverables as follows.

**TASK 1 - Develop understanding of City of Seattle telecom services current state.**  The outcome of this task isa foundation to begin understanding the requirements for atelecommunications system solution for the City.

Work performed under this task will include:

* + Reviewing existing telecom systems documentation
	+ Interviewing City Telecom Analysts and other staff
	+ Determining telephony applications that need to be supported or migrated

Procedures and materials created for this task will include:

1. Telecommunication services current state/”as-is” document

**TASK 2 - Gather business and technical requirements for telecom services future state.**  The outcome of this task is a clear set of technical and business requirements that will be mapped to the recommended solution features during options analysis in task 3.

Work performed under this task will include:

* + Conducting a canvass of Subject Matter Experts and key stakeholders in the City’s business units to determine what is needed in a telecommunications solution from their perspective
	+ Conducting a survey of City of Seattle employees at large to determine what features and functionality they would utilize and most benefit from
	+ Conducting more detailed interviews, focus groups, and/or requirements workshops with key stakeholders and business unit representatives in order to create a comprehensive “Voice of the Customer”
	+ Suggesting additional requirements based on experience
	+ Testing and challenging City staff’s views of requirements
	+ Developing detailed use cases across the City’s departments
	+ Working to capture unique departmental anomalies that need to be addressed by a telecommunications solution
	+ Working with the City’s IT Architect to determine architectural requirements
	+ Producing a Business Requirements Document
	+ Producing a Technical Requirements Document
	+ Producing a Requirements Traceability Matrix to map features to requirements

Procedures and materials created for this task will include:

1. Use Cases
2. Business Requirements Document
3. Technical Requirements Document
4. Requirements Traceability Matrix

**TASK 3 - Define and analyze solution options.** The outcome of this task is a clear and comprehensive telecommunications technology solution for the City.

Work performed under this task will include:

* + Creating a trending analysis report that shows where the telecommunications industry is going in 5 years
	+ Researching options from a short list of vendors, to include both hosted and on premise solutions
	+ Developing Return On Investment data for options on the short list of vendors
	+ Gathering cost estimates of both capital and projected ongoing maintenance costs for solutions that meet the City’s requirements from the short list of vendors
	+ Performing a Cost Benefit Analysis from the short list of vendors
	+ Working with City staff to score each vendor’s solutions against their ability to meet the business requirements, and also considering technical feasibility, functionality, supportability, and cost effectiveness
	+ Producing a Business Case document that details the options considered along with the final recommendation and the reasons why that option was selected
	+ Creating an evaluation report with detailed functionality and cost comparison

Procedures and materials created for this task will include:

1. Telecommunications industry trending report
2. Cost Benefit Analysis
3. Business Case

**TASK 4 – Assist with the development of a solution RFP and evaluation criteria.**  The outcome of this task is a successfully documented RFP process to select a vendor for the City’s next generation telecommunications system.

Work performed under this task will include:

* Delivering finalized functional and technical requirements
* Writing a Background Statement
* Defining a list of objectives
* Developing a Scope of Work
* Developing proposal evaluation criteria
* Writing proposal questions
* Identifying list of vendors to solicit proposals from

Procedures and materials created for this task will include:

1. RFP preparation materials

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

1. **PAYMENT.**

The Consultant shall be compensated a firm fixed rate of $ \_\_\_\_\_\_\_\_\_\_.

The parties agree that the rate includes all direct, indirect, and overhead costs, including travel and living expenses, incurred by the Consultant in performance of the Services.

The Consultant agrees that there is no guarantee of a minimum amount of work or payment under this Agreement.

1. **PROMPT PAY**

 **Definitions**

1. An invoice is considered received when it is date-stamped at point of entry into the department. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
2. A payment is considered made on the day it is mailed or is available.
3. 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**

1. Timely Payment: Except as provided otherwise herein, payment for an invoice will be made to the Consultant within thirty (30) calendar days of receipt of the invoice.
2. 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.
3. 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**

1. 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 subconsualtants must submit an invoice in order to assure 30-day payment.

1. 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.
2. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.
3. **CONTRACT PAYMENTS REPORTING REQUIREMENTS.**

When submitting each invoice to the City for payment, the Consultant must complete an on-line Subconsultant Payment Report to record all payments to subconsultants at <http://web6.seattle.gov/FAS/CIDCC>. A unique Purchase Order number is required which may be obtained from [http://web6.seattle.gov/fas/summitpan/R297/R297.aspx](http://web6.seattle.gov/fas/summitpan/R297/R297.aspx%20). Contact Steven Larson (206) 684-4529 or Miguel Beltran (206) 684-4525 for assistance.

The Consultant shall ensure that all subconsultants are registered to the City’s Online Business Directory prior to completing the online report, at http://www.seattle.gov/contracting/registration.htm.

1. **PAYMENT PROCEDURES.**The Consultant shall submit invoices after completion of a deliverable for a fixed price contract. The invoices should be submitted to:

Seattle Information Technology Department

Accounts Payable Unit

PO Box 94709

Seattle, WA 98124-4709

Attn: AP Section

206-684-0600

dit\_ap@seattle.gov

**See attached checklist for further instructions.**

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| **Invoices must clearly display the following** (sub-consultants' invoices must also include this information): |
| * Invoice Date and Invoice Number
* City Project Manager Name:

(Do not send the invoice to the Project Manager)* Department Contract No.
* Contract Title
* Period covered by the invoice
* Task # and title
* Consultant’s 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):
	+ 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
 |

1. **ADDRESSES FOR NOTICES.**

All official notices under this Agreement shall be delivered to the following addresses (or such other addresses as either party may designate in writing):

 If to the City: Chief Technology Officer

 City of Seattle Information Technology Department

 PO Box 94709

 Seattle, WA 98124-4709

206-684-0600
Michael.mattmiller@seattle.gov

If to the Consultant:

1. **ADDRESSES FOR DELIVERABLE MATERIALS.**

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| --- | --- |
| **If to the City:**  | **If to the Consultant:**  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Seattle Information Technology Department Seattle Municipal Tower700 5th Avenue, Suite 2700 Seattle WA 98124-4704Office: 206-733-9962 | Firm ContactFirmNameFirm Address |

1. **TAXES, FEES AND LICENSES.**
2. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
3. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
4. 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.
5. **EQUAL BENEFITS.**

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 partner of employees as the Consultant provides to spouses of employees. At 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.

1. **INDEMNIFICATION.**

The Consultant does hereby release and shall defend, indemnify, and hold the City and its officials, employees, and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys’ fees), actions or damages of any sort whatsoever arising out of, or relating to, the Consultant’s performance of the services contemplated by this Agreement to the extent attributable to the acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its subcontractors, agents, and employees.  In furtherance of these obligations, and only with respect to the City, its officials, employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker’s compensation, disability, employee benefit or similar laws.  The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

1. **INSURANCE.**

The Consultant is required to provide evidence of insurance pursuant to Attachment E of the RFP, “Insurance Requirement and Transmittal Form.”

1. **AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) funding 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 supply or permit the Agency to copy such 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 persons or entity may perform Work under this Agreement.

1. **INDEPENDENT CONSULTANT.**
2. 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 or 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.
3. 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.
4. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. 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.
5. **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.

1. **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. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City’s consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

1. **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 within the Consultant records.

1. **CITY ETHICS CODE (SMC 4.16.010 TO .105).**
2. 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.
3. 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.
4. 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.
5. 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.

1. **NO CONFLICT OF INTEREST.**

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.

1. **ERRORS AND OMMISSIONS, 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 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.

1. **INTELLECTUAL PROPERTY RIGHTS.**
2. 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.
3. 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.
4. 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.
5. **PROPRIETARY AND CONFIDENTIAL INFORMATION.**

The State of Washington’s Public Records Act (RCW 42.56 -Release/Disclosure of Public Records) provides that 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).

When the City receives a public disclosure request for any records or parts of records that Consultant has properly and specifically listed on the Consultant Questionnaire Form under City Non-Disclosure Request Consultant’s proposal, or records that have been specifically identified in this Agreement, the City will notify Consultant in writing of the request. 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 Consultant’s behalf. If Consultant believes that its records are exempt from disclosure, Consultant is obligated to seek an injunction under RCW 42.56.540. The Consutlant acknowledges that the City will have no obligation or liability to Consultant if the records are disclosed.

1. **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.

1. **TERMINATION.**
2. For Cause: The City may terminate the 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.
3. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant’s own employees, sabotage, or superior governmental regulation or control.
4. For City’s Convenience: The City may terminate this Agreement without cause and including the City’s convenience, upon written notice to the Consultant.
5. 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.
6. Actions upon Termination: if termination occurs 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.
7. 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; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant’s work product.

1. **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>.

1. **DEBARMENT.**

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

1. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
2. 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;
3. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
4. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
5. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
6. Colluded with another firm to restrain competition;
7. 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;
8. Failed to cooperate in a City debarment investigation.

The CPCS 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.

1. **MISCELLANEOUS PROVISIONS.**
2. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
3. Background Checks and Immigrant Status: The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>
4. 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.
5. 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. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
6. 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.
7. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
8. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
9. 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.
10. 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 of 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.
11. 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. 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.
12. 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.
13. 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, the parties have executed this Agreement by having legally binding representatives affix their signature below.

|  |  |  |
| --- | --- | --- |
| **CONSULTANT**By |  | **THE CITY OF SEATTLE**By |
|  | Signature Date |  |  | Signature Date |
|  | Type or Print Name |  |  | Michael MattmillerChief Technology Officer |
|  | Title |  |  |  |

**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 of Seattle Information Technology Department

Accounts Payable Unit

PO Box 94709

Seattle, WA 98124-4709

Attn: AP Section

206-684-0600

dit\_ap@seattle.gov

[ ]  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.