



REQUEST FOR PROPOSALS (RFP)

Notice is hereby given that proposals will be received by the City of Sammamish, Washington, for:

Source Control Program Support Services

File with Public Works, 801 228th Ave SE, Sammamish, WA 98075 as follows:

Proposals received later than **2:00 PM PDT, March 31, 2022**, will not be considered.

Proposals shall be submitted in PDF format via email only by 2:00 PM on March 31st, 2022 to:

LWerre@sammamish.us.

ATTN: Lisa Werre, Sammamish Public Works

Email subject line shall read: **Proposal for Source Control Program Support Services**

Submittals received after the posted deadline will not be considered for selection. No faxed, or telephone submittals will be accepted.

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified via email by the City as soon as practical. The final decision is the sole discretion of the City of Sammamish, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

The City will use the attached standard contract (see Attachment A). **By submitting an RFP response, proposing firms indicate they have read and agree with the contract terms.**

Questions about this RFP must be received no later than March 23rd, 2022, by 2:00 PM to:

Lisa Werre
Engineering Technician
lwerre@sammamish.us

PROJECT BACKGROUND

As a Western Washington Phase II Municipal Stormwater Permittee within the National Pollutant Discharge Elimination System (NPDES), the City of Sammamish (City) is required to implement a Source Control Program under permit item S5.C.8. The program is designed to prevent and reduce pollutants in runoff from areas of existing development that discharge to the stormwater system by implementing an inspection and enforcement program. Source Control inspections are required to begin in the City no later than January 1, 2023.

PROJECT DESCRIPTION

The Consultant will assist the City in meeting the NPDES Source Control requirement by completing Source Control Inspections. The City is required to provide technical assistance, inspections, and outreach to twenty percent of the City's business inventory list annually. The purpose of the inspection is to reduce or eliminate hazardous waste and pollutants at their source, thus preventing their discharge to urban waters of the State.

Source control addresses pollution at the source. Source control uses pollution-prevention techniques and best management practices (BMPs) to prevent, control, and treat contaminants before pollutants enter the environment. Source Control Inspections provide technical knowledge to help small businesses stop pollution before it starts.

Historically, most small businesses have had little access to dangerous-waste handling, disposal, or BMP expertise. The Source Control inspection will provide this expertise to help small businesses identify and implement best pollution-prevention techniques and practices. The application of pollution-prevention techniques and BMPs will comply with all local, state, and federal regulations.

SCOPE OF WORK:

In summary, the scope of work and deliverables for this project, are as follows:

Business Inventory List Review & Outreach

- Review the City's 2022 Business Inventory List and existing outreach materials for 2023 inspections.
- If needed, develop up to 3 additional outreach materials.
- Inform approximately 50-60 sites on the 2022 Business Inventory List about activities that may generate pollutants and best management practices to limit pollutants. This is to be completed by January 1, 2023. Update the source control inspection business inventory one time annually.
- Utilize all resources provided by the City which could include, but not limited to, construction plan as-builts and specifications, easements, plat maps, covenants, technical information reports, utility billing data, Department of Revenue databases, business licenses, ArcGIS, and facility sketches to verify site ownership, utility system configuration, and maintenance responsibilities.

Source Control Initial Inspections

- Conduct and direct approximately 50-60 initial on-site source control inspections at public and private institutional, commercial, and industrial properties with pollutant-generating activities in years 2023 and 2024, as identified by the Business Inventory List. During inspections and/or investigations, identify, record, and report all defects/deficiencies and maintenance necessary in the City's asset management software to bring pollutant-generating sources into compliance with Sammamish Municipal Code (SMC). This should be achieved by applying and interpreting BMPs per the Stormwater Pollution Prevention Manual.
- Using the City's software, complete inspection forms and provide written/electronic follow-up correspondences

with the businesses. All correspondence, email, and other communication between the Contractor and business shall be documented in the City’s asset management software. When applicable, obtain business updated contact information to include, but not limited to mailing address, email address and contact phone number.

- Provide technical assistance and education and outreach to businesses owners and operators to prevent pollution from entering the stormwater system. At times providing education and outreach from other programs (i.e. Dumpster Lid Outreach Program, IDDE Program) may be necessary.

Source Control Follow Up Inspections, Technical Assistance, & Compliance Support

- If needed, based on initial inspection, require operational or structural source control BMPs, and/or treatment BMPs/facilities in order to prevent pollution from entering the stormwater system.
- Prepare correction letters to property owners to notify them of repairs, maintenance, or corrections necessary to bring their business or property into compliance.
- Perform re-inspection and follow-up after maintenance corrections are made by property owners.
- Follow up with City staff as needed for formal code enforcement action as necessary.
- Communicate and present diverse and complex compliance violations with Code Enforcement and City Attorney’s office to recommend citations for property owners as needed.

Program Management & Metrics

- The Consultant shall track all hours related to the Source Control Program per task, including inspection coordination, implementation, and follow-up.
- Letters and all documentation related to inspections shall be stored in the City’s software system
- The Consultant and City staff shall establish regular meetings for the program, likely monthly or bi-weekly.
- The Consultant shall prepare an end of year report, for the City’s NPDES Annual Report, that summarizes program accomplishments and challenges.

PROJECT SCHEDULE

The schedule for this project is as follows:

Task	Time Frame
Under Contract	June 2022
Project Kick-off	November 2022
Notify all businesses on the Business Inventory List	December 2022
Minimum 40% of the annual required Source Control Inspections complete.	June of each year 2023 and 2024
100% of the annual required Business Inventory List complete	December of each year 2023 and 2024
Program Completion	December 2024

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Release RFP to vendors	March 15, 2022
Vendor Questions (if any)	By 2:00 PM PDT March 23, 2022
Answers to RFP Questions Released	By 4:00 PM PDT March 25, 2022
Proposals Due	By 2:00 PM PDT March 31, 2022
Finalists Selected	April 11, 2022
Contract Negotiation and Execution	April 2022
Project Kickoff	November 2022

The City of Sammamish reserves the right to select a consultant from submitted proposals alone.

QUESTIONS

Questions related to this request for proposal must be directed via email to **Lisa Werre, Engineering Technician – Stormwater** at lwerre@sammamish.us. Written answers to all questions submitted will be sent via addendum to all selected finalists by **March 25, 2022**. The City will use discretion to group similar questions to provide a single answer. Questions via phone or in-person will not be accepted.

BUDGET or Anticipated Consultant Fee NTE: \$150,000

SUBMITTAL REQUIREMENTS

The deadline for proposals by interested parties is **March 31, 2022, by 2:00 PM PDT**.

ATTN: Lisa Werre, Sammamish Public Works

Email subject line shall read: **Proposal for Source Control Program Support Services**

The City assumes no responsibility for delays caused by any delivery service, including electronic delays.

Please provide the following in your Proposal Package:

- Cover Sheet (Page limit: One (1) page): Firms may include an optional coversheet.
- **Cover Letter (Page limit: One (1) page):** Please submit a one-page letter of intent listing the proposed team and commitment to providing the services described in the scope of work.
- **Related Experience/Relevant Projects (Page limit: Two (2) pages):** Describe recent (within the last five years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project manager. At least two references should be included. For each reference, indicate the reference's name, organization, title, email address, complete mailing address and telephone number.
- The City reserves the right to contact any organizations or individuals listed.
- **Project Approach (Page limit: Four (4) pages excluding resumes):**
 1. Methodology: This section should clearly describe the methodology or methodologies planned to be used to carry out the specific functions in the scope.
 2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
 3. Project Schedule: Provide a schedule for completing inspections and related actions, including deadlines and assumptions for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

All costs for developing submittals in response to this RFP are the obligation of the Consultant and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to published close date, provided notification is received in writing to the Project Manager listed on this RFP.

Submittals cannot be withdrawn after the published close date.

EVALUATION CRITERIA

A minimum of two (2) years demonstrated successful experience of providing source control/pollution prevention inspection services, ideally for a city or county similar in size to the City of Sammamish is required.

Experience with onsite pollution risk assessment, business engagement and language barrier assessment.

Submittals will be evaluated and ranked based on the criteria listed below.

20 Points max	Quality of previous performance (related experience and relevant projects)
20 Points max	Ability to meet schedule (Project Schedule)
20 Points max	Experience of key personnel
40 Points max	Ability to meet the scope of work (Work Plan and Methodology)
100 Points Possible	Total Points

The City reserves the right to ask for additional or clarifying information from one or more candidate firms.

CONSULTANT SELECTION AND AWARD

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets the listed evaluation criteria (receives the highest score) as determined by the City’s selection committee. The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Agreement for Services, which shall be used to secure these services.

The proposals will be the basis from which interested individuals or firms will be selected. The City will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

The City will use the attached standard contract (see Attachment A). **By submitting an RFP response, proposing firms indicate they have read and agree with the contract terms.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

This material can be made available in an alternate format by calling 425-295-0500.

TITLE VI STATEMENT

The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

**AGREEMENT FOR SERVICES
PROFESSIONAL SERVICES CONSULTANT**

	Yes	No	
Insurance Required?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 5

This Agreement is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: _____ hereinafter referred to as the "Consultant."

Project Description: _____

Commencing: _____

Terminating: _____

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

- 1. Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
 - a) This Agreement and all exhibits attached thereto;
 - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
 - c) The submitted project quote, bid or proposal
 - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
 - e) W-9 Request for Taxpayer Identification #
 - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- 3. Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

The City shall pay the Consultant:	Fill in applicable method of payment
According to the rates set forth in "Exhibit A"	
A sum not to exceed: (incl W.S.S.T., if applicable)	\$
Other (ex. Hourly):	\$

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or, in the event, that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City of Sammamish, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Sammamish.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City of Sammamish, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's

negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Sammamish's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City of Sammamish shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City of Sammamish using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultants profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City of Sammamish. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Sammamish shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Consultant shall furnish the City of Sammamish with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the City of Sammamish with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City of Sammamish may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City of Sammamish on demand, or at the sole discretion of the City of Sammamish, offset against funds due the Consultant from the City of Sammamish.

J. City of Sammamish Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City of Sammamish shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished the City of Sammamish evidences limits of liability lower than those maintained by the Consultant.

- 6. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**7. Title VI Compliance.
(Appendix A – Title VI Assurances)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 7.1 Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 7.2 Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 7.4 Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

7.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

7.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 8. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
- 9. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.
- 10. Business License.** The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."
- 11. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.
- 12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
- 14. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination unless such disclosure is required by law or court order.
- 15. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
- 16. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 17. Record Keeping and Reporting.**
 - 17.1** The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data (if applicable) will be treated

as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

- 17.2** The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- 17.3** On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.
- 17.4** Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- 17.5** The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- 17.6** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

18. Ownership of Documents

On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

19. Applicable Law; Venue; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

20. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such

stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

21. Performance During Covid-19.

Contractor shall comply with the United States Department of Labor Occupational Safety and Health Administration's (OSHA) requirements regarding COVID19 prevention, protection, and containment; these requirements can be found at the following link to OSHA's website: <https://www.osha.gov/Publications/OSHA-FS-3747.pdf>.

22. Notices. Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Project Manager:

Email:

Notices to the Consultant shall be sent to the following address:

Company Name:

Contact Name:

Street Address:

Phone Number:

Cell Number:

Email:

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name):

Date

Signature

Title

COMPANY:

By (Print Name):

Date

Signature

Title

For Office Use Only

Received by:

City Clerk

Date

Received by:

Contract Administrator

Date

BARS #



801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

EXHIBIT A
Scope of Work



Request for Consultant Payment

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Phone: _____

Contract Period: _____ to _____ Reporting Period: _____ to _____

Specific Program or Project: _____

BARS/Budget No. _____ Contract #: _____

FINANCE WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Total Contract Amount: \$ _____ -

Previous Payments: \$ _____ -

Invoice Amount - Charge for Services
(Less Reimbursable Expenses and Sales Tax) \$ _____ -

Sales Tax (If Applicable) 10.0% \$ _____ -

Subtotal Invoice (Less Reimbursable Expenses) \$ _____ -

Reimbursable Expenses: \$ _____ -

TOTAL PAYMENT TO CONSULTANT: \$ _____ -

Remaining Balance on Contract (Does not include Reimbursable Expenses) \$ _____ -

Total Reimbursable Expenses to Date: (Current Payment plus Previous Payments) \$ _____ -

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

Requesting Department: _____

Project Manager/Staff Contact: _____

Approved for Payment By: _____ Date: _____
(Department Director)