Request for Proposals

FILELOCAL ADA CONSULTANT

Procurement Schedule

SCHEDULE OF EVENTS	DATE
Solicitation Release	Oct 2, 2017
Pre-Submittal Conference	Oct 16, 2017 (optional)
Deadline for Questions	Oct 26, 2017
Response Deadline	Nov 1, 2017
Interviews	Nov 13- Nov 17, 2017
Announcement of Successful Proposer(s)	Dec 4, 2017
Anticipated Negotiation Schedule	Dec 5 – Dec 15, 2017
Contract Execution	Dec 20, 2017

TABLE 1: PROCUREMENT SCHEDULE

The Agency reserves the right to modify these dates.
Changes will be posted on the Agency website or as otherwise stated.

PROCUREMENT CONTACT

Kevin Fitzpatrick, Program Manager
smo-filelocal@seattle.gov
(206) 233-2513

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

Physical Address (Fed Ex & Hand Delivery)	Mailing Address (US Post Office)
FileLocal, C/O City of Seattle FAS Finance 700 Fifth Avenue, Suite 4350 Seattle, Washington, 98104	FileLocal, C/O City of Seattle FAS Finance P.O. Box 94669 Seattle, Washington, 98124- 4669

TABLE 2: DELIVERY ADDRESS

Unless authorized by the Program Manager, no other Agency official or employee may speak for the Agency regarding this solicitation until award is complete. Any Proposer contacting other Agency officials or employees does so at Proposer's own risk. Such information does not bind the Agency.

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1. Purpose and Background.

PURPOSE

The Agency, is soliciting proposals for consulting services to compile a comprehensive ADA Self Evaluation and Transition Plan for the Agency's Tax Portal (website).
This Request for Proposal (RFP) seeks to secure the most qualified Consultant to assist the Agency by performing audits of the Agency's websites and providing a comprehensive report outlining areas of non-compliance and recommendations to meet compliance.

BACKGROUND

The Americans with Disabilities Act (ADA) originally passed on July 26, 1990 as Public Law 101-336 (42 U.S.C. Sec. 12101 et seq.), became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. It also established physical access requirements for public facilities (buildings and sidewalks, etc.).

2. Schedule.

The documented work associated with this RFP should conclude by the end of March 2018. Proposals are due no later than 3:00 PM November 1, 2017.

The Agency is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The Agency reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the Agency.

3. Minimum Qualifications.

- Solid understanding of W3C's, WCAG 2.0 and WAI-ARIA
- Experience evaluating web pages and applications for accessibility using a variety of tools including browser plugins, keyboard accessibility, and assistive technologies.
- Broad knowledge of Web/Internet hardware and software technologies.
- Experience with assistive technology for computer users with disabilities.
- Experience working with a 3rd party vendor to bring software into compliance.

4. Scope of Work.

The Agency, is soliciting proposals for consulting services to compile a comprehensive ADA Self Evaluation and Transition Plan for the Agency's Tax Portal (website).

This Request for Proposal (RFP) seeks to secure the most qualified Consultant to assist the Agency by performing audits of the Agency's websites and providing a comprehensive report outlining areas of non-compliance and recommendations to meet compliance.

5. Contract for Professional Services.

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

Consultants submit proposals understanding all contract terms and conditions are mandatory. Response submittal is agreement to the contract without exception. The Agency reserves the right to negotiate changes to submitted proposals and to change the Agency's otherwise mandatory contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached contract form, the Agency may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

6. Procedures and Requirements.

6.1 Pre-Submittal Conference (Optional)

The Agency 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 clarify issues. This also allows Proposers to raise concerns.

6.2 Questions.

Proposers may submit written questions to the Program Manager until the deadline stated on page 1. The Agency prefers questions be through e-mail to the Agency Program Manager. 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.

6.3 Changes to the RFP.

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

6.4 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 Agency.

6.5 Proposal Submittal.

a. Proposals must be received by the Agency 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 Agency DOES NOT HAVE page limits specified in the submittal instructions section.
d. The submitter has full responsibility to ensure the response arrives at the Agency within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the Agency given specific fact-based circumstances.

6.6 Electronic Submittal. The Agency allows and will accept an electronic submittal, in lieu of an official paper submittal.

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

6.7 License and Business Tax Requirements. The Consultant must meet all applicable licensing requirements immediately after contract award or the Agency 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 Agency will not separately pay or reimburse such costs.

6.8 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 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. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the Agency.
d. 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.
e. The City of Seattle Application for a Business License can be found here:
   http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf
f. You can find Business License Application help here:
   https://www.filelocal-wa.gov/Default_FileLocal.aspxSelf-Filing
g. You can pay your license and taxes on-line using a credit card
   https://www.filelocal-wa.gov/Default_FileLocal.aspx
h. 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.
i. The licensing website is https://www.filelocal-wa.gov/Default_FileLocal.aspx
j. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office at rca@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.

6.9 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 Agency. 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 Agency. 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.

6.10 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 Agency. 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

Agency will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the Agency right to consider additional information (such as references that are not provided by the Proposer but are known to the Agency, or past Agency experience with the consultant), or to seek clarifications as needed.

6.11 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 Agency, the Proposer that initiates such contacts may be rejected from the process.

7. 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 order requested, may cause the Agency to reject your response.

7.1 Letter of interest (optional).

7.2 Legal Name: Submit a certificate, copy of web-page, 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 Agency 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/

7.3 Minimum Qualifications: Provide 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 Program Manager is not obligated to check references or search other materials to make this decision.

7.4 Background on Firm: Letter of transmittal signed by an individual authorized to bind the proposing entity stating the firm has read and will comply with all terms and conditions of the RFP. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff. Qualifications of individuals who will perform the work listed in the Scope of Work below, along with identification of the individual who will be the Agencies main contact.

7.5 Statement of Understanding and Approach: Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and a provide a statement of the services your firm feels differentiates your firm from others. Additionally, as a part of the summary, identify the responsibilities of the Agency and the responsibilities of the firm.

7.6 References: Provide the following information for two (2) projects which are similar in scope to the project requested by this proposal:

- Name, address, and telephone number of the client;
- Person to contact for references;
- Time period of project and brief description of the scope of services provided

7.7 Mandatory – Schedule, Cost and Pricing:

Provide a project schedule with significant milestone events or deadlines. State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and living expenses, incurred by the Consultant to perform the Work.

7.8 **Package 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:

a. Letter of Interest (optional)
b. Proof of Legal Business Name
c. Minimum Qualifications Sheet
d. Background on Firm
e. Statement of Understanding and Approach
f. References
g. Schedule, Cost and Pricing

8. Selection Process.

Initial Screening: The Agency will review responses for responsiveness and qualifications. Those found responsive and qualified based on an initial review shall proceed to Step 2. A significant failure to perform on past Agency projects may also be considered in determining the responsibility of a firm.

Proposal Evaluation: The Agency will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

Experience & Qualifications	
Proposed Delivery and Timing of Services	
Cost Proposal	

9. Award and Contract Execution.

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

The Agency reserves the right to reject any and all responses for failure to comply with the requirements of the RFP, and to waive any irregularity or irregularities in any responsive submission(s).

10. ATTACHMENTS

ATTACHMENT A

CONTRACT FOR PROFESSIONAL SERVICES

(Type of Service)

Contract No. _____

This agreement (the "Agreement") is made and entered into this _____ day of _____, 20__, by and between the Washington Multi-City Business License and Tax Portal Agency, d.b.a. FileLocal (hereinafter referred to as the "Agency"), a not for profit Washington corporation, and _____ (hereinafter referred to as "Consultant");

Consultant Information

Name:

Representative:

Address:

Phone:

Email:

UBI/Federal:

In consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Agency and Consultant mutually agree as follows:

I. Scope and Schedule of Work.

A. Scope of Work. The Consultant agrees to perform those professional services described in Exhibit "A" (Scope of Work) attached hereto and incorporated herein.

B. Warranty. Consultant represents and warrants that it and its staff to be assigned to provide services, have the requisite training, skill, and experience necessary to provide the services required by this agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

II. Compensation and Payment.

A. Compensation. The Agency shall pay the Consultant as sole compensation for the services performed under this contract, such sums of money as are arrived at by computing the actual number of hours expended by the consultant in the performance of this contract and multiplying such total hours performed by the applicable rate which for 20__ is set forth in Exhibit "B" (Hourly Rates) attached hereto, plus any additional costs such as travel, copy costs, phone charges, materials and supplies, incidental expenses, or other such costs directly related to service provided by Consultant to the Agency. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor and reimbursable expenses. Consultant typically adjusts its hourly rates effective the 1st of January each year. For years 20__ and beyond, Consultant shall provide Agency with its adjusted hourly rates for the upcoming year by October 1 of each year.

B. Total Annual Compensation. The total compensation to be paid the Consultant for services provided shall not exceed $_____ in any calendar year except upon approval in advance in writing by the Agency.

C. Invoices. The Consultant shall be paid monthly, on the basis of invoices submitted. The Consultant shall submit an original written invoices, with necessary and appropriate documentation, in a format comparable to the invoice attached hereto and identified as Exhibit "C" as determined by the Agency, for work completed during the previous month. The invoice shall provide a description of the work performed during the month, the number of hours spent performing such work, and any reimbursable costs and expenses, if authorized herein, incurred in connection with such work.

D. Time of Payment. Payment shall be made through the Agency's ordinary payment process and shall be considered timely if made within *thirty* (30) days of receipt of a properly completed invoice.

E. Audit. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. Notwithstanding the provision of the Section II of the Agreement, if the Agency believes in good faith that some portion of work has not been completed in the manner described in Section I.B., above, Agency may retain the amount equal to the cost to Agency for otherwise correcting or remedying the work not properly completed.

III. Term; Termination of Agreement.

A. Term. This Agreement shall terminate on the ____ day of _____, 20__, unless sooner terminated under subsection "B" below or extended by mutual agreement of the parties in writing.

B. Termination. Either party may terminate this Agreement at any time, with or without cause, by giving *ten* (10) days advance notice to the other party in writing. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement prior to

completion without cause, the Consultant may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The Consultant shall be entitled to receive compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.

C. Effect of Termination. Upon the termination or expiration of this Agreement, copies of files containing the written record of the Consultant's work for the Agency shall be delivered to Agency upon request.

D. Suspension. The Agency may suspend this Agreement, at its sole discretion, upon *seven* (7) days advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Force Majeure. Neither party shall be considered to be in default in the performance of the Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

IV. Rights in Data and Publications.

A. Works for Hire. Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the Agency. Pursuant to 17 U.S.C. Chapter 2, § 201, the Agency will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the Consultant under this Agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs and source codes, films, tapes and/or sound reproductions. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by Consultant while performing services for the Agency shall belong to the Agency, unless otherwise agreed to by the parties. Until at least *twelve* (12) months following final payment, Consultant shall provide Agency prompt access to (and Agency shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records related to the services provided to the Agency. Consultant cannot copyright the Agency content or templates. The Consultant shall obtain the Agency's written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for Agency use. This provision shall not apply to any data that is developed independent of this Agreement.

B. Copyright Release. If any work infringes upon or misappropriates any patent, copyright, trade secret, trademark or other intellectual property right, Consultant shall either (a) procure for Agency the right to use such Work; or (b) modify Work so that it no longer infringes or misappropriates any such right.

C. Non-Disclosure. Consultant shall not, without the prior written consent of Agency, disclose to third parties information that is not otherwise subject to public disclosure unless:

1. The information is known to Consultant prior to receiving the same directly or indirectly in connection with the services provided;
2. The information is in the public domain at the time of disclosure by Consultant; or
3. The information is received by Consultant from a third party who does not have an obligation to keep the same confidential.

V. Contract Administration and Management.

A. Contract Manager. The **Program Manager** for the Agency shall have primary responsibility for administering and approving services to be performed by the Consultant, and shall coordinate all communications between the Consultant and the Agency.

B. Reports. The Consultant, at such times and in such forms as the Agency may require, shall furnish the Agency with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The Consultant will make available to the Agency all work-related accounts, records and documents for inspections auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement, provided that any such inspection, audit, or evaluation shall not unreasonably disrupt Consultant's normal business operation.

C. Compliance with Law. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

D. No Assignment. The Consultant shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the Agency.

E. Inspection. The Work shall be subject, at all times, to inspection by and with approval of Agency, but the making (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Work in accordance with this Agreement, notwithstanding Agency's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Upon reasonable advance notice from Agency, Consultant shall provide sufficient, safe, and proper facilities that such access shall not unreasonably disrupt Consultant's normal business operations.

VI. Records Retention.

The Consultant shall establish and maintain records in accordance with requirements prescribed by the Agency and the State Public Records Act, with respect to all matters covered by this Agreement. Except as otherwise authorized by the Agency, the Consultant shall retain such records for a period of *six* (6) years after receipt of the final payment under this Contract or termination of this Contract.

VII. Independent Contractor Status.

A. **Independent Contractor**. The Consultant is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the Agency. Consultant shall control and direct the performance of the work of Consultant pursuant to this Agreement, subject to Agency oversight.

B. **Taxes; Licenses; Fees – Release; Withholding**. The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Consultant's status as an independent contractor. If the Agency is assessed, liable or responsible in any manner for those charges or taxes, the Consultant agrees to hold the Agency harmless from those costs, including attorney's fees.

In the event the Consultant fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, that are related to services performed under this Agreement, then the Consultant authorizes the Agency to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the Consultant's tax compensation.

C. **Office Space**. The Consultant shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

D. **Licenses; Permits**. The Consultant, at its expense, shall obtain and keep in force and all necessary licenses and permits.

E. **No Third-Party Beneficiaries**. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VIII. Indemnification.

A. The Consultant shall indemnify, defend, and hold harmless the Agency, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits liabilities, losses, liens, expenses and cots arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Agency, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as the statute may hereafter be amended.

B. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, TITLE 51 RCW. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY

ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.

C. These indemnifications shall survive the termination of this Agreement.

D. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

IX. Insurance.

A. During the course and performance of the services herein specified, Consultant will maintain the following insurance coverage:

1. Workers' Compensation and employer's liability – statutory limits.
2. Commercial General Liability - $1,000,000 single limit combined for injury, property damage; $2,000,000 aggregate.
3. Automobile public liability and property damage - $1,000,000 single limit combined for bodily injury and property damage.
4. Professional liability or errors and omissions - $1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

B. Certificates of the above insurance coverage shall be delivered within *thirty* (30) days, to the Agency by Consultant's insurance carrier or agent certifying the above insurance coverage items are in effective and will not be cancelled or materially changes without *thirty* (30) days' written notice given to the Agency. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the Agency as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the Agency may maintain.

C. Approval of the insurance by the Agency shall not relieve or decrease the liability of Consultant for any damages arising from Consultant's performance of the Work.

X. Non-discrimination.

The Consultant agrees to take all steps necessary to comply with all federal, state, and Agency laws and policies regarding non-discrimination and equal employment opportunities. The Consultant shall not discriminate in any employment action because of race, creed, color, national origin, honorably discharged veteran or military status, marital status, sex age, or the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. In the event of non-compliance by the Consultant with any of the non-discrimination provisions of this

Agreement, the Agency shall be deemed to have cause to terminate this Agreement, in whole or in part.

XI. Conflict of Interest.

No officer, employee or agent of the Agency, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Consultant shall comply with all applicable federal, state, and Agency conflict of interest laws, statutes, regulations and policies. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by Consultant.

XII. Interpretation and Venue.

A. **Choice of Law; Venue**. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

B. **Severability**. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

C. **Complete Agreement**. This Agreement constitutes the complete and final Agreement of the parties, replaces and supersedes all oral and/or written proposals and Contracts heretofore made on the subject matter, and may be modified only by a writing signed by both parties. All attachments and addendum are incorporated herein by this reference, and shall be a part of this contract instrument.

XIII. Notice.

All notices which may be or are requested to be given, pursuant to this Agreement, shall be in writing and deemed given when personally delivered, or when deposited in the United States Mail, postage prepaid, and marked registered or certified mail, return receipt requested, and addressed to the Parties at the following addresses unless otherwise provided for herein:

Agency: FileLocal

Attn: Program Manager

700 Fifth Avenue, Suite 4350

PO Box 94669

Seattle, WA 98124-4669

Consultant: Service Provider Name

Contact Name

Address 1

Address 2

Telephone: ###.###.####

XIV. Miscellaneous.

A. This Agreement will be considered valid once signed by both parties.

B. Time of the essence of this Agreement in each and all of its provisions in which performance is a factor.

C. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Agency at law or equity.

D. The titles to the paragraphs of this Agreement are solely for the convenience of the parties are not an aid in the interpretation of the instrument.

E. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of Agency be in any way liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement of representation made herein or in any connection with this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

AGENCY	**CONSULTANT COMPANY NAME**
Kevin Fitzpatrick	Consultant Contact Name
Program Manager	Consultant Contact Title
Date Signed	Date Signed

EXHIBIT “A”

SCOPE OF WORK

Consultant shall provide the following services:

EXHIBIT “B”

HOURLY RATE SCHEDULE FOR YEAR 20__

EXHIBIT "C"

FORM OF INVOICE

This form is intended to illustrate the information the Agency needs to process contract payments. The Agency prefers that Consultants use their standard business invoice forms so long as they include the following information. Consultants who do not have a standard business invoice form may use this form as their invoice. Your cooperation in providing us the information we are requesting will ensure prompt processing of your payments.

I HEREBY REQUEST PAYMENT FOR SERVICES:

AS PER CONTRACT No.: _____ AMOUNT DUE: _____

I HEREBY CERTIFY THAT THIS BILL IS CORRECT AND THAT PAYMENT HAS NOT BEEN RECEIVED. I FURTHER CERTIFY THAT ALL SERVICES UNDER THIS CONTRACT HAVE BEEN PERFORMED.

BY: _____ DATE SIGNED: _____
(Signature)

TITLE: _____

ORGANIZATION NAME: _____

SS No. OR FEDERAL TAX ID No.: _____

TELEPHONE NUMBER _____

PLEASE REMIT PAYMENT TO: _____
(Name & Address of Vendor)

I attest that these services have been completed as per the contract.

_____
Contract Coordinator Signature