



City of Kirkland

Request for Proposal

GRAPHIC DESIGN SERVICES FOR RECREATION PROGRAM GUIDE

Job # 36-21-PCS

Issue Date: November 1, 2021

Due Date: November 15 – 5:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Graphic Design Services for Recreation Program Guide

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **November 15, 2021 by 5:00 PM PST will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this November 1, 2021

Jay Gewin
Purchasing Agent
City of Kirkland
425-587-3123

Published: Daily Journal of Commerce – November 1st and 8th.

City Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 93,010 and is the tenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011. Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

The City of Kirkland is seeking the professional assistance of qualified firms to provide Graphic Design services of two annual recreation program guides. There is also opportunity for additional graphic design projects as explained within the RFP.

The City of Kirkland Parks and Community Services Department publishes a recreation program guide twice per calendar year. The recreation program guide is typically produced between January 7th and February 23rd for the Spring/Summer programs and June 1st and August 15th for the Fall/Winter programs. The guide is one of the primary marketing tools for the department's recreation division and is used by the greater community to select recreational activities and programs to participate in. The publication is created using data from the City's recreation database (CivicRec) that is input by department staff and exported using an InDesign template. Department provided program images and graphic designer provided stock images are used throughout the brochure to promote programs.

Scope of Work

The City of Kirkland is interested in awarding a professional services agreement for the City's recreation program guide beginning with the Spring/Summer 2022 guide. The recreation program guide is published twice a year (Spring/Summer and Fall/Winter); each publication currently averages 76 to 80 pages and is distributed by U.S. Mail services and posted to the City's website. There is a 4-page glossy full-color cover/back that is part of the 80-page average. The interior pages are two-tone with color photos. Additionally, a full digital color version of the guide is essential for posting to the City's website.

The Parks and Community Services department is in the process of reviewing a redesign of the guide with the focus on moving to a 20 to 50-page brochure (print & electronic). The City is seeking a graphic designer that would be interested in working with City staff to

redesign/rebrand the current brochure using current market best practices starting with the 2022 Spring/Summer brochure. All proposals should include the following:

1. The initial term of the agreement shall be for 5 years, with the option for two 1-year extensions, up to 7 years maximum. Pricing shall remain firm and fixed for the initial 5-year Professional Services Agreement. Prices may be renegotiated at the renewal period and must be proposed in writing to the City Finance Department, Purchasing Division and to the Parks and Community Services, Recreation Division. Submitted proposals should include pricing for the current 76-80 page brochure, as well as for a 20-50 page brochure.
2. Contract Graphic Designer will provide graphic design for additional projects at contracted pricing as needed for Kirkland Parks and Community Services. The types of additional work include graphic design for special events, campaigns, classes, and other projects in the form of print media, digital media, social media, banners, flyers, editable flyer templates, digital graphics, signage, promotional items, branding, and other forms of graphic design work. Specific examples include but are not limited to marketing campaigns for the Harvest Festival, See Spot Splash, Light Up Kirkland, and general editable templates for standard flyers. Design work will be discussed in advance, with the contractor submitting a cost estimate before performing the additional work. **Note:** This work is separate and additional from the Recreation Guide.
3. Contract Graphic Designer will provide all personnel, equipment, supplies and transportation necessary to perform graphic design services as outlined in the scope of work. If additional items are needed, include all appropriate pricing details; use the extra or miscellaneous charges section of Attachment B – Bid Response Sheet to add them.
4. The City of Kirkland reserves the right to evaluate the quality of production of any or all guides, and to rescind the award if quality, value and performance do not meet the satisfaction of the City.
5. All quotations should include state sales tax, itemized separately (if applicable). Please make sure that pricing for each element of service that you provide is included. A PDF copy of the Spring/Summer Brochure for 2020 (the last printed guide prior to COVID-19) can be located at <https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Purchasing-Services/Doing-Business-with-the-City>. Look for the reference project job number and it will be included.
6. The City of Kirkland is a PC-based organization with a PC-based design group that works in Adobe Creative Suite. Brochure files must be saved in PC format, in the native application (Adobe InDesign CC), and preferably in its most recent version. All graphics are preferably vector artwork; and if not vector, a hi-resolution (300 dpi) raster file format. If artwork/links are photos/images, they are to be medium to high resolution (200 dpi minimum). Do not embed graphic/photo files into the documents. Cover design/artwork should always include high resolution photography (large format with at least 300 dpi). If Contract Designer works on an Apple platform, the brochure files must include fonts (Open or TrueType faces) and links that are compatible with PC environment as well.

7. Contract Graphic Designer must have a selection of stock photo files and art available for use at no extra cost. Selection of stock photos and art includes stock photos and art for all projects plus additional photos upon request to add to the department photo library at no extra cost. The City is a safe, welcoming and inclusive city. Diversity in the use of photos and art is vital. If there is an additional cost, please note that in your pricing. Digital photos will be provided for some programs to incorporate into the Brochure by Recreation staff. Photos may be black and white and color images.
8. Contract Graphic Designer consults with staff and designs layout of publication and general direction provided by Parks and Community Services staff. Layout is completed using desktop publishing techniques. Color separation and a printer-ready upload of files are required.
9. Project dates: An established production schedule is in place. Contract Designer usually has about 6 weeks to complete the Recreation Guide with a proofing and production schedule to be mutually agreed upon with Activity Guide Coordinator in advance. The Contract Graphic Designer meets initially with staff once (virtually or in person), and then as needed during the production process with respect to additional communications regarding edits and content. Additional communications can take place in the form of emails, phone calls and virtual meetings. (See Attachment A- Sample Production Schedules). City staff submits electronic copies to designer. All drafts are submitted back in PDF files for proofing and correction, until the guide is approved for sending to Printer.
10. All brochure files will be provided to the Customer Service Supervisor. A color version PDF file will be provided for posting to the City website once design is completed. PDFs for the Web Guide must be saved as separate sections in their respective brochure category and be optimized for web (saved with links intact and at a reduced file size). The PDF must be readable by an assistive technology device.
11. It's important to the City to be able to have an accurate online activity guide and to remain flexible as programs change. In your proposal, include how you will allow for edits to be made to the PDF/Web version of the guide after print publication. For example, new programs may be added or previously printed programs may be cancelled or adjusted. Include any additional costs in Attachment B.
12. Describe any additional services you can provide which have not been listed in the scope of work.

Contract

Contractor and the City will execute a standard City of Kirkland Professional Services Agreement including all the requirements found in the sample agreement (Attachment C).

Consultant Knowledge, Skill, and Abilities

Contract Designer must have a minimum of 3 years professional design experience showing proficiency using Adobe Creative Suite specifically Adobe InDesign. Designer must be comfortable working with long documents and style sheets within InDesign. An Associate degree/certification in graphic design or related field is preferred.

Submittal Requirements

1. A resume or statement of qualifications.
2. At least **five** examples of work completed (attached with submittal or available at an online portfolio). At least 1 sample should demonstrate the ability to produce a product that is greater than 20 pages in length. Examples should demonstrate experience producing Parks & Recreation marketing materials.
3. Three to five customer references. Include examples of the type of work completed for each reference.
4. A fee schedule including hourly or per page rates, miscellaneous fees and other anticipated expenses, using Attachment B. When considering per-page rates, the cost per page is to include other processes in the creation of a completed seasonal Recreation Activity Guide and is to include your time for creation, meetings and edits to the point where the Guide is complete and ready to send to the printer.
5. Include your responses to items 11 and 12 (from the **Scope of Work** section above) and address how you will allow edits to be made to the PDF/web version of the guide.

Proposal Submittal Instructions

Proposals are due to be e-mailed or received in the office of the City's Purchasing Agent no later than 5:00 pm Pacific time on November 15, 2021. (RFP deadline date)

We strongly encourage proposals to be submitted by email. Emailed proposals should include "Graphic Design Services for Recreation Program Guide – Job # 36-21-PCS" in the subject line and be addressed to purchasing@kirklandwa.gov. Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB. (Do not submit proposals as a Zip file.)

Proposals may be mailed or delivered to:
City of Kirkland
Attn: Purchasing Agent, Job # 36-21-PCS
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope Graphic Design Services for Recreation Program Guide RFP. The supplier's name and address must be clearly indicated on the envelope.

All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers, emails, and primary contact person. To be evaluated, a proposal must address all requirements and instructions contained within.

Submittal Deadlines

- RFP issued Monday, November 1, 2021
- Questions due by 5:00 pm, Monday, November 8, 2021
- Answer available by 12:00 pm, Wednesday, November 10, 2021
- Proposals due by 5:00pm, Monday, November 15, 2021
- Oral Interviews are tentatively scheduled for Wednesday, December 15, 2021
- Contract final selection estimated by December 17, 2021
- Contract work begins by Friday, January 7, 2022.

Selection Criteria

Proposals will be evaluated to determine the consultant or firm best suited to complete the project based on qualifications, experience and pricing including:

- Qualifications and experience as provided in a resume or statement of qualifications.
- Ability to effectively communicate and conduct presentations.
- Cost of annual contract.
- Reference checks.
- Experience producing Parks & Recreation brochures

Selection Process

- A selection committee will review all proposals, select finalists for interviews if needed, and make the final selection of the consultant.
- The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.
- Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute notice to proceed.
- Pricing proposals shall be valid for 90 days from time of RFP submission
- The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

General RFP Information

Costs for developing proposals in response to the RFP are entirely the obligation of the Service Provider and shall not be chargeable in any manner to the City.

Submission of the proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Service Provider.

Questions

Questions regarding the scope of work are to be addressed to Maryke Burgess, Business/Customer Service Supervisor at mburgess@kirklandwa.gov and are to be submitted by 5:00 PM Pacific Time on November 8, 2021. Questions received after that time will not be answered. All potential bidders submitting questions will receive the full list of questions submitted and their answers.

Questions regarding the RFP process are to be addressed to Jay Gewin, Purchasing Agent, at jgewin@kirklandwa.gov.

Terms and Conditions

A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.

D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.

E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.

G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.

H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

I. The City reserves the right not to award any portion of this RFP or the project in entirety if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE (Disadvantaged Business Enterprise) Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Federal Debarment

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

Kirkland's Parks & Community Services Brochure Production Schedule Spring/Summer 2022

	Program Planning Tool Content due.	Monday, December 20 by 10am
	All staff content is done and ready to go in CivicRec. All photos and images placed in H drive.	Tuesday, January 4 by 10am
Pre-Draft	(HUB Staff) create a TEXT-ONLY document for us to do a pre-draft proof.	Thursday, January 6 by 10am
	Staff edits Text-Only document between January 6-12. Representative from each community center will meet with Lourdes before 10am on Jan 12 to add your edits to the Pre-Draft Master Copy.	Thu, Jan 6 – Wed, Jan 12 by 10am
	HUB (HUB Staff) makes necessary edits in CivicRec and text-only document.	Wednesday, January 12 10am - 2 pm
	HUB delivers catalog export and artwork sent to Designer via email (HUB Staff) (export files to Designer)	Wednesday, January 12 by 4pm
DRAFT 1	Designer delivers first draft to Parks via email by 10 am.	Wednesday, January 26 by 10am
	Staff edits Draft 1 between January 26 -31. Representative from each community center will meet with Lourdes before 5pm on January 31 to add your edits to the Draft 1 Master Copy	Monday, January 31 by 5pm
	Parks delivers first draft edits back to Designer. (HUB Staff)	Tuesday, February 1 by 10am
DRAFT 2	Designer delivers second draft to Parks via email by 10:00 am.	Tuesday, February 8 10am
	Staff edits Draft 2 between February 8-11. Representative from each community center will meet with Lourdes before noon on Feb 16 to add your edits to the Draft 2 Master Copy.	Friday, February 11 by 12 noon
	Parks delivers second draft edits back to Designer (HUB Staff)	Friday, February 11 by 4pm
DRAFT 3	Designer delivers third draft to Parks via email by 8:00 am.	Friday, February 18 by 8am
	Staff edits Draft 3 between February 18-22. Representative from each community center will meet with Lourdes before 3pm on Feb 22 to add your edits to the Draft 3 Master Copy	Tuesday, February 22 by 3pm
	Parks delivers third draft edits back to Designer (HUB Staff)	Tuesday, February 22 by 4pm

FINAL DRAFT	Designer sends final proof to Parks via email for approval	Wednesday, February 23 by 3pm
PRINTERS	Designer gets file to Printer. (G. Designer sends Final to Consolidate Press)	Wednesday, February 23 once approved
	Courier sends material to City Hall for approval	Friday, February 25
	Courier pick-up of accepted proof at City Hall & sends to printer	Monday, February 28
TO POST OFFICE	Printer delivers to Post Office/Drop off at Community Centers/City Hall/ Scholarship Participant Registration Begins for all Spring & Summer Programs including swim	Thursday, March 10
IN HOMES	Recreation Brochure delivery/In Home by	Monday, March 14
	Spring /Summer Registration (excluding swim) Begins	Thursday, March 17
	Swim Registration Begins	Thursday, March 24

SAMPLE

Kirkland's Parks & Community Services Brochure Production Schedule Fall 2022 / Winter 2023

	Program Planning Tool Content due.	Monday, May 16 by 10am
	All staff content is done and ready to go in CivicRec. All photos and images placed in H drive.	Tuesday, May 31 by 10am
Pre-Draft	(HUB Staff) create a TEXT-ONLY document for us to do a pre-draft proof.	Wednesday, June 1 by 10am
	Staff edits Pre-Draft Text-Only document between June 1-7. Representative from each community center will meet with Lourdes before 10am on June 7 to add your edits to the Pre-Draft Master Copy.	Wed, June 1 – Tue, June 7 by 10am
	HUB (HUB Staff) makes necessary edits in CivicRec and text-only document.	Tuesday, June 7 10am – 2pm

	HUB delivers catalog export and artwork sent to Designer via email (HUB Staff) (export files to Designer)	Tuesday, June 7 by 4pm
DRAFT 1	Designer delivers first draft to Parks via email by 10 am.	Tuesday, June 21 by 10am
	Staff edits Draft 1 between June 21 - 27. Representative from each community center will meet with Lourdes before 5pm on June 27 to add your edits to the Draft 1 Master Copy	Monday, June 27 by 5pm
	Parks delivers first draft edits back to Designer. (HUB Staff)	Tuesday, June 28 by 10am
DRAFT 2	Designer delivers second draft to Parks via email by 10:00 am.	Tuesday, July 5 by 10am
	Staff edits Draft 2 between July 5-8. Representative from each community center will meet with Lourdes before noon on July 8 to add your edits to the Draft 2 Master Copy.	Friday, July 8 by 12 noon
	Parks delivers second draft edits back to Designer (HUB Staff)	Friday, July 8 by 4pm
DRAFT 3	Designer delivers third draft to Parks via email by 8:00 am.	Friday, July 15 by 8am
	Staff edits Draft 3 between July 15-19. Representative from each community center will meet with Lourdes before 3pm on July 19 to add your edits to the Draft 3 Master Copy	Tuesday, July 19 by 3pm
	Parks delivers third draft edits back to Designer (HUB Staff)	Tuesday, July 19 by 4pm
FINAL DRAFT	Designer sends final proof to Parks via email for approval	Wednesday, July 20 by 3pm
PRINTERS	Designer gets file to Printer. (G. Designer sends Final to Consolidate Press)	Wednesday, July 20 once approved
	Courier sends material to City Hall for approval	Friday, July 22
	Courier pick-up of accepted proof at City Hall & sends to printer	Monday, July 25
TO POST OFFICE	Printer delivers to Post Office/Drop off at Community Centers/City Hall/ Scholarship Participant Registration Begins for all Spring & Summer Programs including swim	Thursday, August 4
IN HOMES	Recreation Brochure delivery/In Home by	Monday, August 8
	Fall / Winter Registration Begins	Thursday, August 11

2022-2027 (years)
Parks & Community Services Recreation Program Guide
Bid Response Sheet

Graphic Design Cost per Page to consult, design, layout, & produce per Response Requirements and Format items identified on Invitation for Bid:

Currently the guide is approximately 80 pages but there could be scenarios in the future where the guide is reduced to 20-50 pages.

Spring/Summer Guide:

\$_____per page Subtotal Price (for an 80-page guide): \$_____

Fall/Winter Guide:

\$_____per page Subtotal Price (for an 80-page guide): \$_____

Annual Subtotal (No Sales Tax Included) \$_____

Post-print Digital Edits Hourly Rate \$ _____
 (for edits made only to the online PDF)

Contracted Hourly Rate for design services for additional projects, (as mentioned in section **Scope of Work**, section two) for special events, editable flyers, classes, campaigns and more.
Note: This work is separate and additional from the Recreation Guide.

Hourly Rate: \$_____

Comments/Notes:

Extra or Miscellaneous Charges not reflected above (must be itemized):

Item: _____ \$ _____

Item: _____ \$ _____

Item: _____ \$ _____

Comments/Notes:

All costs for developing proposals in response to this RFP are the obligation of the Graphic Designer and are not chargeable to the City. All proposals and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published closing date, provided notification is received in writing to the City Purchasing Agent, listed in the RFP. Proposals cannot be withdrawn after the published closing date.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____ Phone: _____

Fax: _____



PROFESSIONAL SERVICES AGREEMENT GRAPHIC DESIGN SERVICES FOR RECREATION PROGRAM GUIDE PSA 6/30/2020

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. 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 will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

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.

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.

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.

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.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

X. LIABILITY INSURANCE COVERAGE

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. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as 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 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 using an additional insured endorsement at least as broad as ISO 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 Consultant's profession.

B. Minimum Amounts of Insurance

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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City 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 Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City 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 on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City 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 to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. 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.

XVII. 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 Agreement.

XVIII. 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.

XIX. 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.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Beth Goldberg, Deputy City Manager

Date: _____

Date: _____