INTRODUCTION AND PROJECT OVERVIEW

The City of Kirkland Solid Waste Division is seeking a qualified graphic design or marketing firm to design and produce:

1) Attractive packaging for a thumb drive filled with electronic copies of education and outreach materials for distribution to Kirkland multifamily property managers and ownership groups; and

2) A portfolio notebook designed to hold and showcase hard copy examples of the education and outreach materials included on the thumb drive.

All education and outreach materials such as posters, brochures and word documents on the City-purchased thumb drives will be drafted and/or designed by the City. The packaging and thumb drive (“Toolkit”) will be distributed by the City to property managers to help them implement waste reduction and recycling programs at apartment or condominium properties. The toolkit and showcase portfolio notebook will be the foundation of disseminating waste reduction and recycling information and encouraging property managers to use the provided electronic files.

City staff will meet with the selected proponent to discuss the details of Kirkland’s multifamily recycling program and expectations concerning the general appearance of the deliverables. Kirkland staff will be involved in the design process including providing text and making edits/comments during at least two rounds of edits. Once a final draft is approved by the City, the proponent will create up to 250 units of the empty package and three (3) copies of the portfolio notebook. The proponent will also submit the final native/electronic files, including any fonts and images/photos used in creating the finished deliverable.

The primary elements of the toolkit package are as follows:

1) The packaging should be capable of holding a thumb drive, one standard sized business card and be able to fold and be closed in a reasonable way for storage.

2) The overall appearance of the packaging should convey the theme of waste reduction and recycling as it relates to multifamily properties.

3) The text on the packaging should include general information on the documents provided on the thumb drive, waste reduction and recycling information, and City contact information, as space allows.

4) The design of the packaging should be consistent with other Solid Waste Division outreach materials and branding where possible.
5) The package should be printed or constructed of post-consumer recycled material.

The primary elements of the portfolio notebook showing examples of resources available for presentation purposes are as follows:

1) The deliverable should be manageable in size and scale for outreach/demonstration purposes.

2) The general appearance of the deliverable should consistent with the design of the packaging.

3) The deliverable should be printed or constructed of post-consumer recycled material.

SUBMISSION REQUIREMENTS

1) A brief statement of the designer’s qualifications as they relate to the scope of work.

2) A description of the approach and associated timeline the firm would take including:
   a. An overview of tasks and schedule to deliver the guide.
   b. An overview of what assistance you will need from the City of Kirkland to complete the project

3) Resumes and references for the individual who will be involved in the project.

4) Examples of past relevant projects and/or mock-ups of the multifamily recycling toolkit.

5) Estimated pricing based on hourly rates and estimated number of hours required to complete the project.

SELECTION CRITERIA

- The selected firm must demonstrate expertise in graphic design and the creation of education and outreach materials.

- Ability to create a unique, high quality toolkit attractive to multifamily property managers.

- Estimated pricing based upon hourly rates and the estimated number of hours to complete the project.

- Ability to complete the project in full by the Contract Completion Date.

BUDGET

The City anticipates a project cost of $10,000 to $12,000.
CONTRACT

The Consultant and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment A).

TIMELINE

RFP Issued: February 18, 2014
Proposals Due: March 10, 2014 at 4:00 pm Pacific Time
Interviews: March 25 and 26, 2014 (tentative)
Contract work begin: April 15, 2014
Contract Completion Date: July 30, 2014

SUBMITTAL DEADLINE

Proposals are due in the office of the City Purchasing Agent no later than 4:00 PM Pacific Time on March 10, 2014.

Proposals may be submitted as email attachments to purchasing@kirklandwa.gov (Attachments must be in either PDF or MS Word formats.) The email’s subject line should include “Job #19-14-PW”.

As an alternate to using email, proposals may be mailed or delivered to:

City of Kirkland
Attn: Purchasing Agent-Job #19-14-PW
123 5th Avenue
Kirkland, WA 98033

QUESTIONS

Questions regarding the scope of work are to be addressed to Stephanie Gowling, Recycling Programs Coordinator at (425) 587-3814 or sgowing@kirklandwa.gov.

Questions regarding the RFP process are to be addressed to Barry Scott, Purchasing Agent, at (425) 587-3123 or bscott@kirklandwa.gov.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the consultant/supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.
The City of Kirkland, Washington, a municipal corporation ("City") and ______________________, whose address is _______________________ ("Consultant"), agree and contract 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 work 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 monthly 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 work not completed in a satisfactory manner until such time as Consultant modifies such work 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 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 work 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 contract 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 work. 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 contract 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.

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 work 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

Consultant 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 resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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, its officers, officials, employees, and volunteers, the Consultant’s liability 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.

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 written on 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 written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.

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 insurance 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 work with written notice of any policy cancellation, within two business days of their receipt of such notice.
C. **Acceptability of Insurers**

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

D. **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 work.

E. **Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

X. **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 of 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 contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, ______________________________. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

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

CONSULTANT: ________________________________

By: ________________________________

Date: ________________________________

CITY OF KIRKLAND:

By: ________________________________

Pam Bissonnette, Public Works Director

Date: ________________________________