



# **City of Kirkland**

## **Request for Proposal**

### **Smart City Master Plan Consulting Services**

### **Job #25-22-PB**

**Issue Date: April 18, 2022**

**Due Date: May 18, 2022–5:00 p.m. (Pacific Time)**

## General RFP Information

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### REQUEST FOR PROPOSALS

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

**Smart City Master Plan Consulting Services  
Job # 25-22-PB**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. May 18<sup>th</sup>** 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 requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City 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 April 18, 2022**

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

**Published in the Daily Journal of Commerce – April 18th and April 25th, 2022**

# General RFP Information

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## General RFP Information

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### Chapter I: General RFP Information

#### About Kirkland

The City of Kirkland, Washington (“the City”) is located on the eastern shore of Lake Washington and is approximately 10 miles east of downtown Seattle. It has a population of over 92,900 and is the twelfth largest city in the State of Washington and the sixth largest city in King County, Washington. Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles.

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 by 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 has been a regional commerce center as well as a popular destination for recreation and the arts. It is a vibrant, attractive, green, and welcoming place to live, work and play. The 2021-22 City Council goals include:

- Inclusive and Equitable Community
- Vibrant Neighborhoods
- Community Safety
- Supportive Human Services
- Balanced Transportation
- Abundant Parks, Open Spaces, and Recreational Services
- Attainable Housing
- Financial Stability
- Sustainable Environment
- Thriving Economy
- Dependable Infrastructure

The City of Kirkland aspires to be an equitable, inclusive, and innovative city, while providing reliable and efficient city services, and to do so by using technology and data more effectively. For more information about the City, please visit: <https://www.kirklandwa.gov>.

#### Objectives and Background

The City of Kirkland is issuing this Request for Proposals (RFP) to obtain proposals from a firm(s) to assist in developing a comprehensive Smart City Master Plan and an implementation roadmap to further existing city-wide policies and guide the City’s effort in advancing the City Council’s goals through innovation, transparency, and resilience.

##### Objectives:

- Define what “Smart City” means in Kirkland, and how it relates to City-wide goals. Define the shared vision, objectives, and high-level strategies associated with being a Smart City.
- Provide national best practices by cataloging the past and ongoing City’s Smart City initiatives and identify how the City could learn from these efforts. Identify an intimate understanding of Kirkland’s role locally and regionally.
- Identify specific future needs and city services that could be most effectively addressed and improved by Smart City programs.

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- Develop a governance framework and recommendations to accompany the Smart City Master Plan.
- Develop a realistic roadmap and implementation plan for how the City can achieve the defined vision, which includes priority area projects, timelines, and resources. The roadmap should prioritize equitable use of technology and data.
- Partner with all departments to identify a list of Smart City projects that are feasible to implement. Where appropriate, identify funding ideas for future evaluation that can be paired with specific Smart City initiatives to aid implementation.

## Background:

“Smart City” programs, which entail the use of technology to make City operations more efficient, transparent, and intelligent, have been used in Kirkland for many years. These programs have improved the city’s operational efficiency and yielded better policy-level and operational decisions. However, the City lacks an enterprise roadmap to leverage existing Smart City programs and launch new programs in an integrated fashion to meet broad city-wide goals. The recent and ongoing COVID pandemic, along with social movements that started in the spring and summer of 2020, reinforced the need to use technology wisely in municipal operations to help Kirkland respond effectively to the challenges of the future, including the need to create a more livable, sustainable, and equitable community. Some Smart City efforts that the City is pursuing or has recently implemented are shown in Table 1, below.

Smart City Efforts	Areas	Status
Intelligent transportation system (ITS)	Transportation and Mobility	Phase 1&2 completed; Phase 3 in progress
Green initiatives: examples are converting city-owned streetlights to LEDs to reduce electricity consumption; and growing the City’s electric vehicle fleet to reduce carbon emissions.	Transportation and Mobility; City Infrastructure and Environment	In progress
Police body-worn camera pilot	Municipal Operations	In planning
Eastrail fiber project	City Infrastructure and Environment	In planning
Data intelligence and dashboards (spatial and non-spatial)	Data-driven Decisions; Community/Civic Engagement	In progress
Efficiency gain projects (e.g., parking enforcement using automatic license plate readers, and the fleet smart fueling system which enables easy fuel monitoring and reporting).	Municipal Operations	In progress
Economic development and tourism initiatives: an example is the <a href="#">Kirkland Ca\$h initiative</a> , a dollar-backed local currency supported by City funds and created to encourage local spending and tourism and to provide equitable, digital presence and free marketing to Kirkland-based business.	Community/Civic Engagement	In progress
Wireless access in downtown parks	City Infrastructure and Environment	Completed
Cloud migration*	City Infrastructure and Environment	Completed

*\*Please note that majority of the city information systems/applications are hosted in Azure Government Cloud. There are some exceptions such as the city’s Intelligent Transportation System (ITS), which is on-premise. All city buildings are connected via fiber optics and free wireless access in Kirkland downtown parks.*

Table 1: Examples of the Existing Smart City Efforts

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In addition, please refer to the following links to learn more about Kirkland work plans and initiatives that will help shape and guide the Smart City Master Plan:

- [Kirkland Sustainable Master Plan](#)
- [Kirkland Intelligent Transportation System Strategic Plan](#)
- [Kirkland Comprehensive Plan](#)
- [Kirkland Active Transportation Plan](#)
- [Kirkland Transportation Master Plan](#)
- [Kirkland Parks, Recreation, and Open Space Plan](#)
- [Kirkland Police Strategic Plan](#)
- [Kirkland Fire Strategic Plan](#)
- [Kirkland Fire Department Standards of Coverage](#)

## Scope of Work

The scope below reflects the City's conceptual understanding of the tasks necessary to produce the required deliverables. Specific areas of interest include (but are not limited to) the following:

### Plan:

- The City of Kirkland aspires to be an equitable, inclusive, and innovative city, while providing reliable and efficient city services. The Smart City program should create a plan that uses innovation and resiliency to assist the City in accomplishing this mission. The plan should include a shared vision for how a Smart City program could benefit Kirkland in the future, along with a list of objectives, strategies, and corresponding initiatives to achieve those objectives.
- Inventory and assess the City's existing Smart City initiatives and identify the key gaps and operational areas where the City is best able to benefit from Smart City initiatives.
- Establish best practices for managing the Smart City program and for leveraging and integrating existing City-owned assets and projects/programs for smart solutions.
- Identify mechanisms to ensure the Smart City program promotes a city that is equitable, economically and environmentally sustainable, and sensitive to privacy concerns. Specific areas of concern include:
  - Define what technology can be most effectively integrated with the built environment to foster equity and the involvement of under-represented groups in our civic infrastructure and civic life.
  - Develop measures to ensure the safety and security of the data to protect the City's assets and take into consideration digital privacy related to Smart City initiatives.
  - Identify the types of data that should be collected, shared, and used for the City's decision-making.
- Recommend key performance indicators and reporting methods for measuring the success of the Smart City program implementation.
- Create a framework for advancing the City's Smart City program:
  - Review and prioritize city service areas (see Table 2, below) on which to focus a Smart City implementation plan with department input.

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- Create a governance framework and decision-making matrix for selecting and implementing Smart City tools and initiatives.
- Identify policy recommendations for effective Smart City program implementation.
- Create a roadmap for implementing the City’s Smart City program:
  - Develop a phased roadmap and implementation plan to achieve defined Smart City objectives with a short list of near-term project scopes, timelines, resources, potential risks, and benefits.
  - Where appropriate, identify funding strategies for future evaluation that can be paired with specific Smart City initiatives to aid implementation.
  - Identify how the City could better utilize, leverage and integrate its existing assets and data.
- Table 2 summarizes core topical and thematic areas to be considered in the Smart City Master Plan.

Areas of Focus	Examples
<b>Transportation &amp; Mobility</b>	<i>Intelligent Transportation System; transit/bike/pedestrian facility use and access; climate adaptation and resilience; smart parking; electric vehicles; smart street lighting</i>
<b>City Infrastructure and Environment</b>	<i>utilities – water, smart meter, telemetry, wastewater, storm; solid waste management; natural systems - trees, wetlands, parks, streams; fiber networks, 5G, public wireless; digital twin; cyber security (informational); smart building, facilities management, energy use</i>
<b>Data-driven Decisions</b>	<i>source applications and technology solutions that incorporate data management, artificial intelligence, machine learning; sensors, internet of things</i>
<b>Municipal Operations</b>	<i>programs support public safety, recreation and human services, planning, emergency response, sustainability, transparency, workforce/workplace</i>
<b>Community/Civic Engagement</b>	<i>policy, funding, inclusion, governance, accessing government and policy makers</i>

Table 2: Areas of Focus and Examples

### Project Management:

- Coordinate closely with the City’s Resilience and Technology Officer. This includes jointly pursuing the following tasks:
  - developing the detailed project schedule.
  - facilitating stakeholder engagement activities such as interviewing key City departmental staff, City Council, and possibly members of the community; and
  - producing progress reports and presenting to the City Council and Boards, Commissions, and community groups.
- Work with the City’s Resilience and Technology Officer to identify and mitigate project risks.
- Attend in-person or virtual meetings as needed and be available to connect with the City’s Resilience and Technology Officer regularly.

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### Deliverables

Deliverables will include (but may not be limited to):

- 2 draft plans and a final plan that meet the scope of work and project objectives described in the above sections.
- 5 presentations to groups such as the community groups, boards and commissions, and City Council in “hybrid” meetings (meaning that consultant may attend in-person or remotely).

### Desired Qualifications

We are looking for a firm(s) that

- Has significant experience in Smart City Master Plan development in comparable cities.
- Has sufficient technical experience to create an actionable Smart City roadmap and to scope and cost projects at a high level.
- Has experience in smart technology solutions that improve municipal operational efficiency, sustainability, and resilience.
- Has experience in implementing Smart City programs in the U.S. or Canada and is familiar with current and emerging technologies.
- Familiar with governmental regulatory requirements related to a Smart City program including data security and privacy.
- Familiar with various funding mechanisms, including knowledge of governmental grants to sustain Smart City programs.
- Is knowledgeable about using technology to create more livable, equitable and inclusive communities.

### Budget and Timeline

The firm(s) should propose a scope of work for a budget not to exceed \$100K, including contingency (if needed).

The City’s expectation is that the selected firm(s) will complete the Smart City Master Plan within one year after the contract is fully executed. The selected firm(s) may be asked to provide additional consulting services to assist the City in the individual project implementation defined in the Smart City Master Plan. The additional services will be authorized by the City as needed.

### Contract Requirements and Fees

If the firm(s) proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

#### Compliance with Law/City of Kirkland Business License:

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.

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- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

### Insurance:

Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

## Submission Criteria

Proposals should include the following. Please refer to Chapter II for detailed instructions:

1. A description of qualifications, including:
  - Smart City Master planning specific experience
  - Company information including time the company has been in business and number of employees
  - Key staff and their experience working on similar projects
  - Identification of day-to-day project manager and their experience
2. A proposed project approach, including:
  - A complete description of the project methodology to complete the scope of work
  - A detailed list of proposed tasks/sub-tasks, deliverables, timeline/milestone schedule, and resources
3. Fees
  - Detailed information on the proposer's proposed fee schedule for items and/or services proposed.
4. Examples of relevant projects:
  - Provide sample Smart City Master Plans and information about similar projects.
5. References:
  - Please provide three references who can speak to Smart City Master Plan consulting work or similar consulting services that your firm completed in the last five years.

## Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Paper or electronic copies of proposals will be accepted. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. **Proposals must be received by no later than 5:00 p.m. on May 18, 2022 (Pacific Time).**
2. Emailed proposals should include "Kirkland Smart City Master Plan – Job#25-22-PB" in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov).
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. Please make sure you stay within page limit restrictions for each section of the forms within your proposal. Front and back is considered two pages.
5. If paper proposals are being submitted, they must consist of one original and five copies. The City must receive any paper submittal before 5:00 p.m. on May 18, 2022 and any delivery received after the deadline will be rejected. These can be mailed or delivered to:

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City of Kirkland  
ATTN: Purchasing staff – 25-22-PB  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

6. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
7. Complete, sign and submit all RFP forms provided.
8. To be evaluated, a proposal must address all requirements and instructions contained within.
9. Provide all references and materials required by the RFP instructions within.

Electronic OR paper copies of the firm's proposal, in its entirety, must be received as specified above. The City will **not** accept facsimile.

No physical copy is required. Firms may choose to submit a physical copy in addition to an email copy, and if they choose to do so, the physical copy must arrive no later than 5:00 PM on the day that proposals are due (May 18<sup>th</sup> at 5:00 PM PDT) and the electronic copy must still be emailed from the firm to the City at the address given above.

**Questions:** Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to the Project Manager, Xiaoning Jiang, Resilience and Technology Officer, at [xjiang@kirklandwa.gov](mailto:xjiang@kirklandwa.gov). Questions regarding the RFP process should be addressed to Purchasing staff, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Questions must be submitted before 5:00 PM on April 29<sup>th</sup>, 2022.

## Submittal Deadlines

The procurement schedule for this project is as follows:

4/18/2022	RFP posted
4/29/2022	Deadline for questions (if any): 5:00 p.m.
5/5/2022	Responses to questions posted
5/18/2022	Request for Proposal submittals deadline: 5:00 p.m.
5/19-7/1/2022	Evaluation period – will include interviews in mid-June (tentatively 6/13-6/24/2022)
7/15/2022	Contract awarded

## Selection Criteria and Process

The City will make a selection based on the evaluation of the written proposals and interviews. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals.

Proposals are evaluated for professional services based on the ability of the proposer to meet the City's requested scope of work, objectives, and deliverables described in this RFP; the experience and expertise of the proposer and key members on similar projects; and the ability

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to complete the project within the proposed schedule. Written proposals and interviews will be evaluated based on the following criteria:

### Criteria:

Proposer and key staff experience in Smart City master planning	30
Project approach and methodology to meet the project objectives and scope	40
Cost proposal	20
References	10
Total	100

### Process:

A selection committee will review all proposals, select finalists and will conduct interviews virtually prior to making the final selection of the firm(s) based on the evaluation process and evaluation criteria outlined in this RFP. Should the City decide to contract, the contract award is to the highest ranked proposer.

Prior to the commencement of work, the City and the selected firm will meet to settle contract details. A notice to the firm of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the firm(s) in the preparation of the proposal and interview. Once submitted to the City, all proposals will become public information.

## Contract

The contractor and the City will execute an Agreement for the Smart City Master Plan project (see the sample agreement shown as Attachment A).

## 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 eighty (180) days to sell to the City the

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- 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 or all of the project 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

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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 Participation

The City encourages Disadvantaged Business Enterprise (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](http://www.sam.gov) ).

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### Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the proposer's qualifications to perform the services outlined in the scope of work and deliverables sections. This chapter contains forms proposers must complete to submit their proposals. Proposers must complete all the forms in this chapter as well as other requests for information described in this RFP. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Supplier Information
- 5) Scope of Services
- 6) Price Proposal
- 7) Customer Reference
- 8) Key Project Staff Background Information

In addition to the included forms, the firm(s) must provide at least one example plan (in digital format or a link) from previous similar work. Sensitive customer information may be redacted if necessary.

### Proposal Preparation Instructions

**To prepare your proposal, follow these instructions:**

- 1) Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
- 2) Copy forms as necessary and paste them into a new file. Save the new file.
- 3) Complete all of the forms in your word processing and spreadsheet applications.
- 4) Delete instructions (verbiage contained in brackets) from each form.
- 5) When your proposal is finished, refer to the proposal submission instructions in this RFP.

### Submission Format

Please create a Table of Contents with page numbers. The proposal must be submitted in the specific Form sequence noted above.

### FORM 1: COVER LETTER

**[Instruction:** All proposals must include a cover letter signed by an official legally authorized to bind the proposer to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself, this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, business, phone number, email address, and name of principal in charge submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
  - Attachment B: Non-Collusion Certificate
  - Attachment C: Non-Disclosure Agreement]

### FORM 2: PROPOSAL SUMMARY

**[Instruction:** Provide a brief description that confirms your understanding of, and agreement to provide, the services to achieve objectives of the project. Additionally, you may articulate why your firm is uniquely qualified to perform the work.

Your proposal summary is not to exceed **two** pages.]

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### FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

**[Instruction:** Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP. If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.]

### FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City to contract with a private supplier. All supplier representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE \_\_\_\_\_ IF  
THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR  
SPECIFICATIONS OF THE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR  
SPECIFICATIONS OF THE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY  
STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL  
IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN  
THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS  
AND CONDITIONS.

<b>Firm or Individual</b>	
<b>Title</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Address</b>	

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PRINT NAME AND TITLE

---

AUTHORIZED SIGNATURE

---

DATE

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**OTHER NOTES:**

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[**Instruction:** Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.]

### RFP EXCEPTIONS

	<b>RFP Section # or Form, Page #</b>	<b>Exception Describe the nature of the Exception</b>	<b>Explanation of Why This is an Issue for You</b>	<b>Your Proposed Alternative to Meet the Needs of the City</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				

## FORM 4: GENERAL SUPPLIER INFORMATION

**[Instruction:** This form must be filled out for the proposing firm AND for any partner firms.

In no more than **two** pages, describe your company and the characteristics that set your company apart. Include the reasons you believe you have the relevant experience to do this specific work.]

### Form 4 – General Supplier Information

#### Company Information

Proposing Supplier Information	
<b>1. Contact Information</b>	
▪ Company Name	
▪ Name and Title of Contact Person	
▪ Company Address	
▪ Phone	
▪ Email Address	
▪ Company Website	
<b>2. Regional Offices and Staff</b>	
▪ Describe whether your organization is local, regional, national, or international.	
▪ Regional office servicing this engagement	
▪ Describe the range of services provided by the office servicing the engagement and # of employees.	
<b>3. General Information</b>	
▪ Year Founded	
▪ Private vs. Public (Listing Exchange and Listing Code)	
▪ Fiscal year end	
▪ Revenue: Current Year	
▪ Revenue: Prior Year	
▪ Parent Company (If separate)	

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<ul style="list-style-type: none"> <li>▪ Disclose any recent litigation (and outcomes) and litigation currently underway.</li> </ul>	
<p><b>4. # of Supplier Employees</b></p>	
<ul style="list-style-type: none"> <li>▪ Total Worldwide</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Total in U.S.</li> </ul>	
<ul style="list-style-type: none"> <li>▪ # of full-time employees in:             <ul style="list-style-type: none"> <li>- Planning and Implementation</li> <li>- Technical/Development</li> <li>- Customer service and training</li> <li>- Sales</li> </ul> </li> <li>▪ - Other (note relevant staff):</li> </ul>	
<p><b>5. Relevant experience working with cities of our size. Briefly describe.</b></p>	
<p><b>6. Contract termination for default</b>          Please list all incidents in the past 5 years in which you have had a contract terminated for default. Termination for default is defined as notice to stop performance due to your non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined you to be in default. Please provide:</p> <ul style="list-style-type: none"> <li>• Full details of all terminations for default</li> <li>• The other party's name, address, and telephone</li> <li>• Your position on the matter</li> </ul>	
<p><b>7. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc.</b>          Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason)          Please provide:</p> <ul style="list-style-type: none"> <li>• Full details of all such terminations</li> <li>• The other party's name, address, and telephone</li> <li>• Your position on the matter</li> </ul>	

### FORM 5: SCOPE OF SERVICES

**[Instruction:** This is where a detailed description of your services goes. The proposed services should include, but not limited to, a detailed list of proposed tasks/sub-tasks, staff positions assigned to the tasks, deliverables, and project timeline/milestones based on the scope of work of this RFP. This description should not be more than **20** pages for this RFP.

In addition, please:

- provide one or more sample Smart City Master Plans or links completed in the past five years for local government clients
- include a draft schedule that delivers the 1<sup>st</sup> draft Smart City Master Plan no later than 8/1/2023; and
- provide key staff roles and submit a statement of experience and resumes as well as the availability of the team to support the project.

The City reserves the right to reject any or all proposals. The City reserves the right to request more information for clarification due to omission of information. Firm(s) must be prepared to make an oral presentation as part of the evaluation process.]

## General RFP Information

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### FORM 6: PRICE PROPOSAL

**[Instruction:** Please identify your firm's hourly rates and provide the City with a fixed cost estimate for this work by major tasks/deliverables described in this RFP.]

### FORM 6: PRICE PROPOSAL

#### Fixed Bid:

PROFESSIONAL SERVICES	\$	Est Hours	ASSUMPTIONS
<b>GRAND TOTAL</b>			

The City reserves the right to request additional financial information regarding proposers as it deems necessary for evaluation purposes.

## General RFP Information

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### FORM 7: CUSTOMER REFERENCES

[**Instruction:** Provide at least three references for Smart City Master Plan consulting work or similar consulting services that your firm completed in the last five years. At least two references must be for government clients.]

### FORM 7: CUSTOMER REFERENCES

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

**General RFP Information**

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<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

## General RFP Information

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### FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION

**[Instruction:** Complete the following table for each of the key project staff members. Please allow one page for each table. At a minimum, key staff must include your proposed project manager and key contributors to this project.]

### FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION

Company Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Skills and qualifications for the project position.	

### Attachment A: Professional Services Agreement

[THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL VENDOR AND MAY BE REQUIRED FROM FINALISTS.]



#### PROFESSIONAL SERVICES AGREEMENT 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

## General RFP Information

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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

## General RFP Information

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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

## General RFP Information

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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:

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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

## **General RFP Information**

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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 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.

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### 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:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Type City Staff Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



### Attachment C: Non-Disclosure Agreement

[THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL PROPOSER AND MAY BE REQUIRED FROM FINALISTS.]



### NON-DISCLOSURE AGREEMENT

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This Non-Disclosure Agreement ("the Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and \_\_\_\_\_, a \_\_ corporation ("the Vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.

## General RFP Information

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4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.
6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

\_\_\_\_\_  
<Company Name>

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_