



City of Kirkland

Request for Qualifications

Business Consultant

Regional Economic Development

Programs

Job # 04-21-CMO

Issue Date: January 15, 2021
Due Date: January 29, 2021 – 3:00 p.m. (PST) or earlier

REQUEST FOR QUALIFICATIONS

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

Business Consultant for Regional Economic Development Programs

All proposals shall be submitted by email. Emailed proposals should include "Qualifications-Job #56-19-CMO" 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.

Qualifications received later than **3:00 p.m. January 29, 2021 will not be considered.**

A copy of this Request for Qualifications (RFQ) 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 Qualifications link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all qualifications, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ 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 RFQ 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 January 15, 2021

Greg Piland
Financial Operations Manager
425-587-3123

Background Information

Kirkland is a vibrant waterfront destination with an unparalleled blend of outdoor recreation, art, dining and boutique shopping. Located on the shores of Lake Washington just east of Seattle, Kirkland has the only eastside downtown frontage along Lake Washington's shores and no other city in the Puget Sound region has as many waterfront parks and beaches.

Kirkland is home to award-winning hotels, a 400-seat performing arts center, wineries and restaurants and hosts a dynamic repertoire of events spanning art openings and performances to athletic events, wine festivals and outdoor concerts. In 2014, Kirkland was named Best City by 425 Magazine and Money Magazine ranked Kirkland as #5 in its 2014 Best Places to Live in America issue.

The Eastside of Lake Washington is a hotbed of new, innovative businesses led by world renowned technology companies, a well-educated population, and fueled by new residents from around the world who are interested in opening businesses. The City partners with other Eastside municipalities on sustaining and growing its portfolio of innovative and diverse businesses. This work is described in Interlocal Agreements for Startup425 and the Innovation Triangle between Kirkland, Redmond, Bellevue, Renton and Issaquah and Redmond, Kirkland and Bellevue respectively.

The City is located approximately 10 miles east of downtown Seattle. It has a population of over 88,000 and is the thirteenth 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. The city employs over 600 regular employees.

Scope of Services

This Business Consultant position will be hired for an initial one-year contract to provide the scope of service listed below, with the option to extend up to two additional two-year contracts at the discretion of the City.

Assist with administration and management of Startup 425, a strategic alliance between the cities of Bellevue, Issaquah, Kirkland, Redmond, and Renton to support startups, entrepreneurs and small businesses within the partner cities' geographic boundaries. Specific duties to include:

1.0 Startup425 Operations Management

1.1 Coordinate with the King County Library System (KCLS) Economic Empowerment team to apply for and receive KCLS Foundation grant to fund Startup425 Foundations series and advanced series (Small Business Essentials) to deliver business training workshops.

1.2 Coordinate with Regional Business Partnership Manager and other City of Kirkland staff on preparation of Port of Seattle grant and applications and invoices for other grants and programs to fund Startup425.

1.3 Coordinate with partners KCLS and Greater Seattle SCORE to establish workshop dates, locations, curriculum, presenters, and publicity for Foundations, and Small Business Essentials.

1.4 Oversee course registration including: Eventbrite management and pre-workshop attendee communications, day-of check-in, refreshments, and post-workshop surveys in conjunction with the Startup 425 lead in each partner city.

1.5 Attend and participate in remote sessions for selected workshops to monitor content delivery and attendee engagement and to promote a high quality of service.

1.6 Participate in Innovation Lab curriculum review and revision as needed, recruitment of classes, recruitment of mentors and expert speakers, and attend Innovation Lab session and assist as needed.

1.7 Enter and analyze data from Foundations post-workshop surveys using the Google Forms tool. Receive and archive survey documentation from Small Business Essentials and Innovation Lab partners.

1.8 Oversee payment of compensation to workshop speakers.

2.0 Websites Management (Startup425 and ReStartup425)

2.1 Host, edit, and maintain the Startup 425 and ReStartup425 websites.

2.2 Periodically review web traffic and Google analytics data.

2.3 Add relevant downloadable and online resources.

2.4 Update web calendar tool and details about upcoming programs (i.e. workshop series, hosted programs, sponsored programs, etc.).

2.5 Field incoming inquiries from contact boxes, telephone calls and chat bot.

2.6 Update Pages of Website including Eastside Ecosystem and Cowork Space.

2.7 Coordinate with Regional Business Partnership Manager on communications with Partners including weekly BINW messages re resources for Eastside businesses.

3.0 General Marketing & Visibility

- 3.1 Promote Startup 425 and its programs at remote and in-person local and regional events for startups, entrepreneurship and small business support.
- 3.2 Coordinate with City of Kirkland staff on publicity through social media and other electronic media.
- 3.3 Act as a thought leader and facilitator to connect target audience members with relevant business support services and programs.
- 3.4 Coordinate with cities to promote and market workshops to a wide audience via email, social media, and in-person outreach.
- 3.5 Work with graphic designers to maintain consistent visual imagery for Startup 425 and each of its programs.
- 3.6 Share Startup 425 offerings on startup and small business-related calendars, email lists, event pages, and other online channels.
- 3.7 Build program loyalty by promoting to participants in past Startup425 workshops, via email and social media.

4.0 Technical Assistance City of Kirkland and Startup425

- 4.1 Respond to Kirkland-based businesses seeking assistance with operational issues, permit issues, licensing, and refer to financial, business education and other resources.
- 4.2 Provide technical assistance to existing startups, entrepreneurs and small businesses within the five-city geographic area served by Startup 425.
- 4.3 Collaborate with BINW and other consultants assisting Kirkland and Startup425 cities.
- 4.4 Maintain current information on business ecosystem to be able to assist businesses with helpful referrals.
- 4.5 Maintain information on local and regional economic development policy and also national best practices for assisting small business.

5.0 Implement Startup425 5-Year Strategic Plan and other Partner Recommendations

- 5.1 Assist with the implementation of long-range planning initiatives.
- 5.2 Implement the programs identified in the strategic plan.

5.3 Promote Startup425 to diverse audiences including women owned and minority owned businesses and BIPOC businesses.

5.4 Generate activities and funds that allow for sustainable operations model.

6.0 Innovation Triangle

(Given COVID-19 limitations, Innovation Triangle responsibilities are currently limited)

6.1 Assist with registration and screening of meetings for SelectUSA and other trade shows as needed.

6.2 Attend meetings of Innovation Triangle partners as needed.

6.3 Share maintenance responsibilities for list of leads cultivated at various trade shows and share with partners.

Budget

The budget for the scope of services listed above will not exceed \$50,000 in the initial one-year term. Submittals should indicate a contingency within the project total that does not exceed the established budget.

Proposal Submission and Evaluation

- A. Executive Summary: An executive summary letter should include an overview and the key elements of the respondent's qualifications/proposal. Indicate the address, telephone number, and email of the respondent's office located nearest to Kirkland, Washington, and the office from which the project will be managed. Applicant will be required to have ability to be onsite up to 50% of time, or as required, as well as the ability to travel to meetings and events throughout the five Startup 425 cities.
- B. Work Plan and Methodologies: This section should clearly describe the work plan and the methodology or methodologies planned to be used to carry out the specific tasks. Indicate all key deliverables and their contents.
- C. Qualifications: Include resume of applicant. Include three references, including two with directly related experience. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed.

The City's Evaluation Panel will use the following criteria to evaluate each SOQ:

- Project Understanding and Approach
- Related Experience and Expertise of Applicant
- Response of References
- Budget

The proposals will be the basis from which interested applicants will be selected for interviews. Upon completion, the City's Evaluation Panel will determine the most qualified applicant based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected applicant.

The City reserves the right to refrain from contracting with any respondent. Applicants eliminated from further consideration will be notified by the City as soon as practical.

Proposals must be received by no later than 3:00 pm PST on January 29, 2021.

All proposals shall be submitted by email. Emailed proposals should include "Qualifications-Job #04-21-CMO" 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.

Selection Process

A selection committee will review all qualifications, select finalists and may conduct interviews prior to making the final selection of the consultant. If invited to an interview, the consultant shall make those assigned to work on this project available during this phase of the selection process. The City reserves the right not to award any portion or all of the project if it finds that none of the qualifications submitted meet 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. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all qualifications will become public information.

Tentative Schedule

January 15, 2021	RFQ issued
January 20, 2021	Questions due to the City
January 22, 2021	Questions posted with City response
January 29, 2021	RFQ submittal date
Early February 2021	Interviews (if needed)
February 2021	Applicant selection
TBD	Contract begins

Submission Requirements

Submittals will be accepted by the City of Kirkland's Financial Operations Manager until 3:00 p.m. PST on January 29, 2021. Late submissions will not be accepted and will be automatically disqualified from further consideration.

All qualifications be must be submitted as an email attachment in PDF or MS Word format to: purchasing@kirklandwa.gov.

Questions

Questions regarding the City's RFQ process should be addressed to:

Greg Piland
Financial Operations Manager
Email: gpiland@kirklandwa.gov

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be directed to:

Ellen R. Miller-Wolfe
Regional Business Partnership Manager
City Manager's Office
Email: ermwolfe@kirklandwa.gov

Right to Reject Submittals and Qualified Firm Selection

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

Project Contract

The selected qualified firm will be required to use the City of Kirkland Professional Services Agreement (Attachment A) and accept all language contained within. Any qualified firm that has significant reservations concerning using this agreement should not respond to this request.

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 RFQ, 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 RFQ 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.

Proposal Modifications and Clarifications

The City will not reimburse proposers, for any costs involved in the preparation and submission of proposals, or for attendance at subsequent interviews. Furthermore, this request for qualifications does not obligate the City to accept or contract for any express or implied services. The City reserves the right to negotiate the terms and compensation for any proposal. The City reserves the right to request any proposer clarify their response or to supply any additional material deemed necessary to assist in the evaluation, and to modify or alter any or all of the requirements in this request for qualifications.

Non-Discrimination

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



Attachment A

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 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 has 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: _____

Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____