

**CITY OF KIRKLAND  
REQUEST FOR PROPOSALS  
BUSINESS RETENTION CONSULTANT  
JOB # 24-09-CM**

**BACKGROUND**

The City of Kirkland Economic Development Program is focused on business retention. The satisfaction of existing businesses with the local business climate is key to their commitment to stay in Kirkland and an important enticement to businesses interested in locating in Kirkland. Kirkland is unique in that it supports a Business Retention Consultant position that offers free technical assistance to local businesses. The City's intention is to continue this service for the year 2010 as it is especially important to provide this service in down economic times.

**SCOPE OF WORK**

The City is seeking to retain a consultant to implement the City's business retention program. The consultant should allow for up to 20 hours per week with at least 80% of those hours operating in Kirkland. The principal duties of the position are as follows:

- Assistance to small business clients.
- Help to resolve issues between businesses and the City of Kirkland.
- Tracking of office and retail vacancies for the purpose of finding space for new businesses, and existing businesses looking to relocate within the city.
- Periodic assistance on studies whose findings would help define issues and possible solutions to challenges that effect more than one business or business cluster.
- Marketing of Business Retention program.
- Communication with business organizations locally and regionally.
- Providing monthly orientation sessions for new businesses and oversight of other workshops as needed.
- Meet regularly with the Economic Development Manager and provide briefings to the City Council and other City officials as requested.

**QUALIFICATIONS**

Applicants should have an undergraduate degree in business or a related field and preferably an MBA. Applicants should be knowledgeable about laws and regulations that impact small business operations in Washington cities. They should be familiar with City of Kirkland economic development policy and permitting considerations. They should have substantial experience in counseling small businesses. They need to be accessible to Kirkland clients, including providing a consistent office/meeting space in Kirkland.

**CONTRACT**

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

## **ESTIMATED COST**

It is estimated that the total annual cost for services will be \$38,000 - \$42,000.

## **TIMELINE**

RFP issued	October 26, 2009
Proposals due by 4:00pm	November 10, 2009
Interviews	November 30 – December 4, 2009
Contract work begins	January 1, 2010

## **SUBMISSION REQUIREMENTS**

1. A resume or statement of qualifications.
2. Three to five professional references.
3. A fee schedule including hourly rates, miscellaneous fees and other anticipated expenses.
4. Completed Noncollusion Affidavit (Attachment B)

## **SELECTION CRITERIA**

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

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

## **SUBMISSION INSTRUCTIONS**

Proposals are due in the office of the City's Purchasing Agent no later than 4:00 pm local time, November 10, 2009.

Proposals may be submitted in MS Word or PDF format by email to [bscott@ci.kirkland.wa.us](mailto:bscott@ci.kirkland.wa.us) (Do not submit proposals as a Zip file.)

Proposals may be mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent, Job # 24-09-CM  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

## **QUESTIONS**

Questions regarding the scope of work are to be addressed to Ellen Miller-Wolfe, Economic Development Manager, at [emwolfe@ci.kirkland.wa.us](mailto:emwolfe@ci.kirkland.wa.us).

Questions regarding the RFP process are to be addressed to Barry Scott, Purchasing Agent, at [bscott@ci.kirkland.wa.us](mailto:bscott@ci.kirkland.wa.us).



## PROFESSIONAL SERVICES AGREEMENT

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The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

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

### II. COMPENSATION

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

### III. TERMINATION OF AGREEMENT

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

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

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

#### **VI. COMPLETION DATE**

The estimated completion date for the consultant's performance of the services specified in Section I is \_\_\_\_\_.

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

#### **VII. SUCCESSORS AND ASSIGNS**

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

#### **VIII. NONDISCRIMINATION**

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

possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**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.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

**C. Other Insurance Provisions**

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**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 work.

**F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor 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 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 as a result of his status as an independent contractor. The 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 entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

\_\_\_\_\_. Additional work shall not proceed unless so authorized in writing by the City.

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

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

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
David Ramsay, City Manager

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kirkland City Attorney

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

