

**CITY OF KIRKLAND**  
**Request for Proposals**  
**Job Number 35-16-CMO**

**COMMUNICATIONS STRATEGIES**

The City of Kirkland, Washington is seeking a qualified consultant to advise the City on public communications strategies with emphasis on the use of social media platforms.

**Background**

The City of Kirkland currently serves a population of 84,680 and a service area of approximately 20 square miles. Communications services are primarily provided by staff in the City Manager's Office and Information Technology:

- City Manager's Office
  - 1.0 FTE Communications Program Manager
  - .50 Communications Program Assistant
- Information Technology
  - 1.0 Webmaster
  - 1.0 Web & Multimedia Content Specialist
  - 1.0 Senior Design Specialist
  - 1.0 Video Production Specialist

Centralized staff are supplemented by department staff that have responsibility for outreach, education and media relations. Citywide communication tools currently include:

- City Update" -- Quarterly newsletter available on-line and to subscribers
- "Current Kirkland" -- Monthly video production with City program news and community spotlights
- City Websites -- Includes Official City Website "Kirklandwa.gov", Tourism "ExploreKirkland.com", Parks Facilities and Services "MyParksandRec.com", Public Works, "Kirkland Conserves."
- E newsletters
- Facebook Pages,
- Twitter
- Listserv subscription
- Public Television Stations -- Kgov and Klife
- City YouTube Channel
- Specialized print collateral such as brochures, maps
- Special meetings including both city-wide education and special neighborhood meetings
- Wordpress Blog(s)
- Live streamed and archived City Council, boards and commission meetings. (Granicus)

- Social Media Archiving Tool
- Survey Monkey

The City Council is interested in enhancing the City's visibility to the community through non-traditional mediums including effective use of social media.

### **Scope of Work**

The Consultant's work will include the following tasks:

1. Interviews with City Council, City Management and Communications staff regarding current practices.
2. Review and evaluation of existing communications practices, current use of traditional methods of communication and social media platforms including comparisons with other local jurisdictions' practices
3. An assessment of compliance with the Public Records Act (PRS) and the Open Public Meetings Act (OPMA) as well as integration of the Americans with Disabilities Act (ADA) with technology.
4. Assessment of organizational capacity and coordination for maintaining and enhancing communications efforts.
5. Development of a written report including observations and recommendations regarding changes in current practices, organizational structure, mediums currently in use and new mediums to enhance overall communications efforts with consideration for achieving compliance with the PRA and the OPMA and identification of related costs.

### **Proposal Submission and Contractor Selection**

#### **Submission Instructions:**

Proposals must be received by no later than **3:00 pm PDT on August 8, 2016**. Proposals may be submitted as paper documents or as email attachments.

Proposals may be sent as an email attachment in PDF or MS Word format to:

[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

Sealed proposal documents can be mailed or delivered to:

**City of Kirkland**  
**Attn: Barry Scott, Purchasing Agent**  
**RFP No. 35-16-CMO**  
**123 5th Ave**  
**Kirkland, WA 98033**

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 3:00 pm** on the due

date. Proposals received after the deadline will be deemed nonresponsive and will not be considered for contract award.

### **Submission Requirements**

1. A summary of the firm's qualifications as they relate to the scope of work.
2. A description of similar projects performed with similar agencies.
3. A description of the firm's proposed approach to this project.
4. A list of personnel who would be assigned to this project and resumes and references for each especially related to the scope of work.
5. Proposed not-to-exceed fee and any related costs over and above the contract fee.
6. A list of references knowledgeable of your firm's work. Please include telephone numbers and addresses.

All proposal submissions must be prepared in accordance with the requirements set forth in this RFP. The Submittal shall not exceed ten (10) pages (5 double-sided sheets of paper). The front cover, the back cover, and a maximum two-page cover letter, may be in addition to the ten (10)-page limit.

### **Evaluation Criteria**

Proposals will be evaluated according to the following criteria, listed in order of importance:

1. Specialized experience and technical competence of the firm and its personnel considering the scope of work.
2. Recent experience and expertise with similar projects.
3. Proposed approach to accomplish the work required.
4. Proposed cost to perform the work.
5. Capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload.
6. Past record of performance on contracts with Kirkland, other governmental agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness and ability to communicate with a range of participants including elected officials, staff, members of the public and bargaining unit representatives.
7. Familiarity with types of problems applicable to the project.

### **Selection Process**

An evaluation team shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine which firms should be contacted for interview by the team. It is pointed out that nothing in these procedures shall be interpreted to require Kirkland to award a contract to the lowest cost proposer.

Selected firms will be invited for an interview with the evaluation team to discuss the proposal and to answer specific questions. The purpose of the interviews will be to evaluate the experience and fit of the firms and to clarify and assure understanding of the requirements of the contract.

Following interviews, references will be checked on one or more finalist firm.

The City of Kirkland reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.

Proposals will not be publicly opened and will be kept strictly confidential during this process. All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other companies.

Confidentiality of proposals is considered by Kirkland as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the State Public Disclosure Act, Chapter 42.17 RCW.

If a member of the public demands in writing to review portions of proposals which have been marked or identified as confidential, proprietary or business secrets, Kirkland will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice from Kirkland of a demand to review such portions of its proposal and provided Kirkland written notice of the actions, Kirkland may make such portions available for review and copying by the public as Kirkland deems necessary to comply with state law.

The proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing Kirkland for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments under RCW 42.17.340(3). By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

### **Contract Requirements**

The City of Kirkland Plans to use the attached City of Kirkland Professional Services Agreement (Attachment A). Firms with significant concerns about the attached sample agreement should not submit on this RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by phases). If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top

ranked firm and, at their sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

## Questions

Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, by email to [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov).

Questions regarding the scope of work, timeframe or deliverables should be addressed to Marilynne Beard, Deputy City Manager, by email to [mbeard@kirklandwa.gov](mailto:mbeard@kirklandwa.gov).

All questions must be submitted before 5:00 pm on August 3, 2016

## Estimated Timeline

<u>Task</u>		<u>Date</u>
RFP issued		7/25/16
Deadline for Questions by 5:00 pm		8/3/16
Proposals due by 3:00 pm		8/8/16
Interviews	Week of	8/25/16
Consultant Selection Completed		9/9/16
Contract Execution		9/16/16
Draft Report		10/21/16
Final Report		10/28/16



## **PROFESSIONAL SERVICES AGREEMENT**

Attachment A

Job Name and Number

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

### **I. SERVICES BY CONSULTANT**

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

### **II. COMPENSATION**

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

### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to

the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

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

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

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

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

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

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

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the

execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

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

**VIII. NONDISCRIMINATION**

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

**IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

**C. Other Insurance Provisions**

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**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. Occurrence Basis**

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

**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 of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

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

**XV. ADDITIONAL WORK**

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

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

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

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager