

City of Renton, Washington

Request for Proposals

**Website Redesign**



[www.Rentonwa.gov](http://www.Rentonwa.gov)

Issue Date: October 22, 2015

Due Date: November 4, 2015

## REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Renton, Washington for **Website Upgrade Project** by filing with the City Clerk office.

Address submittals to:  
Renton City Clerk's Office  
Renton City Hall – 7th Floor  
1055 S Grady Way  
Renton, WA 98057-3232  
ATTN: Mehdi Sadri  
RE: City Website Redesign

<u>RFP Published</u>	<u>10/22/2015</u>
<u>Questions due</u>	<u>11/04/2015 – 4:00 PM</u>
<u>Responses posted</u>	<u>11/10/2015 – 4:00 PM</u>
<u>Proposals due no later than</u>	<u>11/19/2015 – 4:00 PM</u>

Proposals submitted after the due date and time may not be considered. Vendors accept all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available on the City's website at [www.rentonwa.gov/rfpwebredesign](http://www.rentonwa.gov/rfpwebredesign).

The City of Renton reserves the right to reject any and all submittals 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.

The successful Vendor must comply with local, state, and federal requirements regarding equal opportunity and employment practices and the City of Renton Professional Services Agreement. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

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# 1 INTRODUCTION

The City of Renton is a diverse community of approximately 99,000 residents. The city is centrally located for access to the region's transportation network, accessible by four state highways and Interstate 405, close to Interstate 5 and Interstate 90 and only minutes away from Seattle, Bellevue, Tacoma and Seattle-Tacoma International Airport. Renton's strong economic base, diverse marketplace and favorable business climate have attracted the attention of nationally recognized companies that are looking to provide employees and their families with an outstanding quality of life.

## 1.1 RFP Purpose

The purpose of the City Website Design and Replacement project is to update the City of Renton's website with a new design and website content information architecture that is designed and organized in a manner that; allows viewers with limited computer experience to easily find and access information; supports easy navigation to key services; and is rich in content management system (CMS) features and capabilities. The last major redesign of the City's website took place in 2008. Since then, much has changed in the architecture of CMS, as well as the level of expectations of services provided by local government websites and the technology to support online services.

## 1.2 RFP Contacts/coordination/communication:

Upon release of this RFP, all vendor communications concerning this information request should be directed in writing to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

RFP Contact: Beth Haglund  
Email [bhaglund@rentonwa.gov](mailto:bhaglund@rentonwa.gov)  
Address: 1055 South Grady Way  
Renton, WA 98057  
Phone 425 430 6577

## 1.3 RFP Schedule

RFP Published	10/22/2015
Questions due	11/04/2015 – 4:00 PM
Responses posted	11/10/2015 – 4:00 PM
Proposals due	11/19/2015 – 4:00 PM
Evaluation and short list selection	12/03/2015
Interview with top candidates	12/14/2015
Contract negotiations complete	01/08/2016
Council Approval	01/25/2016
Project kickoff	02/01/2016
Project Completion	08/01/2015

## 2 RFP RESPONSE (Proposals)

### 2.1 RFP Format

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP.

Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

**Vendor proposals must be submitted in the format specified in Forms 1, 2, 3, and 4.**

Please provide responses in the format provided.

### 2.2 RFP Response Location, Date, and Number of Copies

Proposal, in its entirety, must be submitted to:

City of Renton City Clerk's office

1055 South Grady Way

Renton, WA 98057

No later than **4:00 pm PST on November 19, 2015.**

Vendors must submit a minimum of **one original and one electronic copy.**

### 2.3 RFP Cost Requirements

Since the City expects to complete a "not to exceed/fixed price" contract, the budget for the proposal must not exceed the specified amount, and must be broken down as to hours, hourly rates and expenses for each task and subtask. All prices are to be in U.S. dollars. All applicable taxes to be paid by the City must be separately shown. Vendors must itemize the unit and extended price for each service proposed. In addition to the breakdown of costs described above, the City would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) is expected to be applied for the duration of the project (as described herein). Please refer to Form 4 for all cost proposal details.

### 2.4 Vendor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

### 2.5 Questions Regarding the RFP

Oral interpretations of the RFP specification are not binding on the City. Request for interpretation or clarification of the RFP specifications must be made in writing and submitted to RFP Contact at the address indicated in Section 1.2.

## 2.6 Proposal Modification and Clarifications

The City reserves the right to request that any vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

## 2.7 Rejection of Proposals

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

## 2.8 Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

## 2.9 Proposal Signatures

An authorized representative must sign proposals, with the vendor's address, telephone and email information provided. Unsigned proposals will not be considered. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

## 2.10 Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

## 2.11 Ownerships of Documents

Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

## 2.12 Confidentiality of Information

All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## 3 SCOPE OF SERVICES

### 3.1 Background

The overall goal of the project is to design and construct a new website that supports City's vision of being the center for opportunity in Puget Sound region by: meeting the service demands and providing high quality customer service, and building an inclusive informed city with opportunity for all. Below are desired goals to support these values:

#### a. *Goals*

- Develop and design an architecture that supports easy navigation of the site to key City services.
- Produce an ADA compliant responsive web design that is viewable/navigable on multiple platforms (including smart phones and tablets), resolutions and web browsers.
- Design and develop an intuitive and familiar navigation mechanisms and prominently feature high-priority or targeted content for the various website user audiences.
- Utilize a feature rich content management system with enhance integration with interactive applications such as social media.
- Provide ability to create a personalized experience based on the user preferences.
- Utilize a Content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience.
- Necessary functionality includes: the creation of templates, WYSIWYG editing to facilitate content management by novice users, content approval workflows and search engine friendly URL aliasing.
- Develop a framework that allows for regular site re-fresh cycles to maintain user interest and excitement.
- Redesign the website with a new look and feel supporting the marketing and branding efforts of the City and reflecting the diverse make up and vision of the citizens of the City.
- Secure, responsive, and helpful tech support
- Enhanced CMS built-in functionality (Calendar, Forms, Survey, Subscription, CRM, ...)
- Expand the services the City offers to citizens on the website.
- Provide a portal for citizens and customers to interact with the City staff.

b. Project Objectives

- Redesign the information architecture of the City's website.
- Improved website CMS software.
- Implement electronic workflow and content retention management.
- Redesign the look and feel of the website.
- Provide a responsive design structure
- Provide ability for full integration with existing e-government applications (online class registration, service request/work order system, business license payment and registration, etc.) and provide for easy integration with future e-government applications.

c. Technical Background

The current City of Renton website is powered by Ektron CMS400 Content Management System. The website consists of approximately 3,000 published pages and 30,000 supporting assets (PDF, images, video, etc.). Additionally, the City utilizes a number of third-party applications/services to provide added functionality via the website. These systems include but are not limited to:

- GovDelivery
- Red Alert
- Survey Monkey / Select Survey
- ESRI web map gallery for online mapping
- Facebook, Twitter, Flickr and YouTube for social media
- Google for site search
- Google for site analytics
- NeoGov for job applicants
- Civicweb for meeting agendas, minutes, Ordinances and Resolutions
- Several custom developed applications for ecommerce, Employee Directory, Customer Assistance
- Crime mapping and CopLogic crime reporting

d. Site Governance

The website is administered and governed by the Communications Division of the Executive Office, with the Information Technology Department providing technical support.

e. Site Traffic

The City's website averaged more than 3,000 page views per day in 2015.

### 3.2 Scope of Work

Vendors replying to this RFP will be asked to organize and itemize their proposals into five (5) main areas for the City's consideration of their services:

- I. Usability analysis/new look & feel site design
- II. Content management system (CMS) software capabilities and features
- III. Implementation of CMS software/project plan;
- IV. Content migration, training and support; and
- V. Startup and ongoing costs.

**The City reserves the right to award the entire project to a single vendor or split the award to separate vendors for specific work.**

Assumptions:

- a. The City will be responsible for the following:
  - City staff will be accessible and active participants throughout the project and able to make the necessary decisions to move the project forward in accordance with predefined timelines;
  - The City will have overall project management responsibility; the selected vendor will provide a project manager for its staff and deliverables;
  - City's Deputy Public Affairs Administrator (or designee) is the Editor in Chief
  - City's IT Director (or designee) is the chief technology advisor
  - Select internal stakeholders will be members of a website redesign steering committee;
  - Renton residents, business owners, and other relevant audiences will be given an opportunity to provide input;
  - The City will retain ownership of all existing content in Ektron CMS400 CMS and also retain ownership of content migrated to replacement CMS, if applicable;
  - The redesigned website may be either vendor hosted or hosted by City On Premise;
  - The City aspires to achieve a high-quality website consistent with government sites that have won national awards;
- b. The vendor(s) will be responsible for the following:
  - Redesign the City website look and feel that will support the City's mission to serve the community and promote city of Renton.
  - Provide a project plan for the design, implementation and rollout of the website replacement project.
  - New website content information architecture that supports easy navigation to key services and information.
  - Determine a consistent look and feel for the website, including color schemes, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme as well as flexibility for the branding of different City departments/services. The look and feel should be consistent with the City's current branding initiative.

- Provide design mock ups of primary website sections: Like; Home page, Visiting, Business, Government/City Hall, Services, and “I Want To” section.
- CMS software
  - Vendor/Software information/history
  - CMS SW Features/Capabilities
  - CMS SW Support/services
  - Hosting options
- Apply website redesign mockups to website CMS software implementation to enable information ready website.
  - Provide a website CMS software implementation project plan. This can be integrated with the overall project plan.
  - Install and configure website CMS software on City server infrastructure (if available).
  - Consult with City staff to determine how the website CMS navigation will support the City requirements.
  - Create website templates that meet ADA / 508 standards compliance.
- Migrate an agreed upon number of pages from the current site to the new CMS
- Provide Website CMS training for site administrators and content contributors.

#### 4 DELIVERABLES

##### 4.1 Usability analysis

- a. Stakeholder interviews (web steering committee)
- b. Facilitate and conduct requirements gathering workshops
- c. Resident interviews
- d. Describe methodology to obtain representation from the diverse spectrum of decision makers, individuals, businesses, community groups and associations
- e. Provide gap analysis report to City staff on current website and demands of site users
- f. Review current website usage trends
- g. Work with the City to determine a new website content information architecture navigation framework to support easy navigation to key City services
- h. Develop content standards, guidelines and implementation plan
- i. Landscape analysis
- j. Heuristic evaluation (usability pitfalls)
- k. Search discovery
- l. Accessibility requirements and guidelines
- m. Establish clear key performance indicators (KPIs)

## 4.2 Website design

- a. The Vendor shall provide a design of the proposed website. A high level of emphasis should be placed on user experience (UX), ease of use, and design simplicity. All decisions will be made from the customer perspective.
- b. Website design characteristics
  - o Responsive design - allow user experience to be device/browser agnostic
  - o New look and feel
    - Design (photography, graphics, mood, nimble: reflection of current City priorities)
    - Layout (liquid vs. static)
    - Information architecture and taxonomy (content placement, navigation, standards)
  - o Content
    - Tagging
    - Page/application development
    - Template design for current applications
  - o HTML5
  - o CSS3
  - o ADA compliant - WAI, WCGA, Section 508, including interactive content (e.g. videos)
  - o Search engine optimization (SEO)
  - o Site maps
  - o Wireframes
  - o Style guide

## 4.3 CMS - Website Content Management System

The City is looking for features rich website content management software that will be adaptable to current and changing technology, enable content subject matter experts to efficiently publish and manage their content on the City website, and provide easy access of City's services to website visitors.

- a. The Vendor shall provide a comprehensive CMS solution.
- b. The City prefers to avoid proprietary, limited release CMS solutions.
- c. The CMS software proposed shall be in use in a wide variety of industries and shall not be a beta, release candidate or other early adopter technology.
- d. The system shall integrate smoothly and efficiently with Microsoft Products.
- e. The CMS shall be accessible via external access.
- f. The Vendor will provide a search engine solution that will support indexing of all contents within the CMS as well as external City website resources.

## 4.4 Content Management System features

Product requirements are outlined below. This list is a comprehensive set of requested features.

- a. Microsoft .Net platform (ASP.net / C#) – If City hosted

- b. HTML5 & CSS3 compliant
- c. ADA compliance
- d. Admin/editing console is device agnostic, e.g. desktop, phone, and tablet
- e. Scalable
- f. Page/Content templates
- g. Multiple content areas per page
- h. Audience targeting
- i. WYSIWYG authoring/editing
- j. In-Page (real-time) editing
- k. User and group management
- l. Group-based permission system
- m. ADFS support to allow for single sign-on by editors
- n. Digital asset management
- o. Audit trail/logging (change management)
- p. Lifecycle management
- q. Content approval (workflow)
- r. Versioning
- s. Content archiving
- t. eCommerce support
- u. URL / page aliasing
- v. URL / page redirection
- w. Meta tag enforcement/requirement
- x. Site search
- y. Spell checker
- z. Site analytics – internal or ability to integrate with leading vendors
- aa. Multiple language support that is also culturally appropriate (i.e. not a direct English to target language translation)
- bb. Event management (calendar)
  - Allow content editors to easily–without admin/ development staff involvement – create/insert:
    - Polls/surveys
    - Photo albums/slideshows
    - Interactive forms
- cc. Video
- dd. JavaScript
- ee. iFrames
- ff. Create multiple sites (new domain, sub-domain or microsite)
- gg. Generate menu/navigation via site map
- hh. High availability design structure

#### 4.5 Content Management functionalities

- a. Ability to organize and manage uploaded documents and images.
- b. Ability to optimize uploaded pictures and graphic files for quickest page loading.
- c. Interactive photo galleries to publish and display photo assets.

- d. Document galleries to organize and publish documents according to subject matter.
  - e. List module for creation and organization of logically related items into lists that can be shared on multiple pages but managed within single list. Example list content: contacts and links.
  - f. Ability to determine specify a publishing schedule for specific content
  - g. Multi-lingual Content Integration with website content translation capabilities in up to five (5) languages.
- 4.6 CMS Navigation
- a. MEGA Drop Down Menus
  - b. Breadcrumb navigation
  - c. Secondary level navigation within specific content subject matter areas
  - d. Friendly URLs
  - e. Addition of external pages to navigation
  - f. Flexible navigation tools that facilitate management of common links across site.
  - g. Ability to reorganize content to different sections of the website without manually changing content links.
- 4.7 CMS Master Calendar Functionality
- a. Master calendar to share events, meetings, holidays, etc. that can be managed in a main calendar and shared across the website by content/subject matter category.
  - b. iCal links for users to add events to desktop calendar programs such as Outlook.
  - c. Interactive maps of event locations.
  - d. Provide RSS feeds by calendar based on content creator defined categories.
- 4.8 CMS Forms
- a. Standard contact forms
  - b. Ability to easily add custom forms to site pages and manage content produced by the forms
  - c. Surveys and ad hoc reporting
- 4.9 CMS Security/Authorization
- a. Ability to centrally add and manage users and specify access rights
  - b. Ability to create groups with different access rights
  - c. Ability to limit certain group members from specific content and content management functionality
  - d. Ability to manage logged in users
  - e. Publishing Workflow with ability to customize by security group and user
  - f. Audit trail and reports of changes to content within the CMS

#### 4.10 CMS Additional Functionality

- a. RSS consumption and display of external resources
- b. RSS production on frequently updated content such as news releases and calendar events.
- c. “Share This” social networking site links for site visitors to share content on Facebook, Twitter, etc.
- d. Site templates must be ADA / 508 standards compliant
- e. CSS template features for viewing text only, printing, and mobile access versions of the site.
- f. Software Development Kit - Ability for the City Information Technology Division or outside Vendor to create custom pages and content within the site’s templates to facilitate integration of other e-Gov services software such as GIS, permitting, online bill payment, etc.
- g. Search engine that can be directed to index both internally and externally hosted website resources.
- h. Ability to manage an interactive multimedia top stories section within the CMS.

#### 4.11 CMS Site look and feel

- a. Site must display correctly in all major browsers
- b. Site themes and/or style sheets that maintain common look and feel throughout website.
- c. Department / Service Marketability – ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel.

#### 4.12 CMS Controlled hosting or server environment

- a. Acquisition of CMS
  - b. Provide at least two years of hosting
- OR, setup and configure website to be self-hosted by City on premise**
- a. Microsoft platform utilizing Windows, IIS and MS SQL
  - b. Please complete the following table to specify the **recommended** server configuration required to operate the proposed solution.
    - o Operating systems with version number \_\_\_\_\_
    - o Recommended hard drive space \_\_\_\_\_
    - o Recommended RAM \_\_\_\_\_
    - o Recommended processors and speed \_\_\_\_\_
    - o Database with version number \_\_\_\_\_

#### 4.13 Website Implementation

- a. The Vendor shall provide a fully-operational and working website framework (“information ready”).
- b. After approvals of website template/design, Vendor shall immediately begin installation, configuration, development and updating and migrating information.
- c. The Vendor shall assist in addressing any URL name changes and /or URL naming conventions.
- d. The website shall integrate all existing e-government applications and shall be designed for easy integration of additional e-government applications.

#### 4.14 Project Management

The City desires to partner with the selected consultant to work as a team during the project rather than the consultant working independently. Describe your plan for working with staff to ensure that the end product meets the City’s goals and outcomes.

- a. Philosophy and approach to project management
- b. Delivery lifecycle
  - Requirements
  - Prototyping
  - Detailed design
  - Testing
  - Implementation
  - Close out, including documentation
- c. Project Planning Documents
  - Defined schedule using Microsoft Project which includes, but not limited to:
    - Migration/redesign/operations roadmap
    - Work breakdown structure – must include project deliverables
    - Gantt charts
    - Timelines with associated tasks and responsibilities of vendor and City staff
    - Estimated hours of City staff – both IT and its customers – and the selected vendor’s assistance by type of professional (e.g., network specialist; compliance specialist; project manager)
    - Required technical configurations and task sequences with dependencies
    - Major milestone list with completion dates
    - Stage gates and deliverable sign-offs
    - Identify which services will be performed onsite versus remotely

- d. Communication Plan
    - Onsite project team kick-off meetings
    - Website redesign mockup presentations
      - City staff
      - City of Renton residents and businesses
    - Weekly status reports
    - Meetings/stand ups
    - Prototype reviews
  - e. Quality Management Plan
  - f. Risk Management Plan
- 4.15 Migration, Training and support
- a. The Vendor will provide full and complete training on the use of the CMS.
  - b. **Technical Support** - Vendor should describe:
    - The availability and responsiveness of their technical support staff
    - The annual cost for a technical support service
    - How the City's requests for technical support will be balanced and prioritized with the requests and projects from Vendor's other customers
- 4.16 Other deliverables as agreed to between the City and the selected vendor.
- 4.17 All deliverables will be developed with input from the City and will not be considered accepted until City staff reviews and approves the deliverables as to their accuracy and quality. When practical and as determined by the City, the vendor shall submit all deliverables in both electronic and hardcopy media.

## 5. Proposal Evaluation and Vendor Selection

### 5.1 Evaluation Procedures

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process. Evaluations will be based on criteria as outlined below. All proposals will be evaluated using the same criteria and possible points.

### 5.2 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose the vendor capable of providing quality vendor services that will help the City achieve the goals and objectives of the requested services within a reasonable budget.

Evaluations will be based on criteria as defined below. All proposals will be evaluated using the same criteria and possible points

- a. Responsiveness/Completeness of Proposal (i.e., Were all the forms completed and everything included that was required by the RFP? Were explanations in Comments or Additional Information areas adequate?)
- b. Experience/Qualifications (i.e., Vendor's experience working within the requested services arena; vendor's experience working with municipalities; vendor's ability to successfully complete the scope of services on time and on budget; vendor's ability to successfully work with City staff; vendor's references)
- c. Scope of Services (i.e., Does the vendor understand what it will take to successfully achieve the goals and objectives of the requested services? Did the vendor propose any revisions and/or changes to the draft Scope of Services that would better serve the City?)
- d. Content management software capabilities and ease of use.
- e. Budget (i.e., Does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value?)
- f. Timeline (i.e., Can the scope of work be completed within the City's timeline; is the vendor investing the appropriate project resources to complete the project within the timeline?)

### 5.3 Selection Process

- a. After the proposals are evaluated, the Selection Committee will determine whether formal presentations (product demonstration) and interviews are necessary, and if so, which vendors from the 'short list' may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. At this time, The City may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in order to assist in the City's evaluation of the proposed solution.
- b. Two finalists are typically announced and, at the City's option, invited back for follow up demonstrations and questions. Proposed project managers and key team members, as named in the proposals, are required to be in attendance. Other team members are strongly encouraged to be present as well. The Selection Committee will then formulate their recommendation for award of the Contract.

### 5.4 Contract Award and Execution

- a. The City reserves the right to make an award without further discussion of the proposal submitted. **Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.**
- b. The City may require changes in the scope of services as deemed necessary by the City, before execution of the Contract. The City shall not be bound or in any way obligated until both parties have executed a vendor contract.

- c. The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of a vendor to perform services as represented may result in elimination of the vendor from further competition or in Contract cancellation or termination.
- d. The vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City. The City uses its standard Technical Services Agreement template. Those vendors qualifying as 'short list' vendors may receive these templates. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.
- e. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to cancel the award and award the Contract to the next-highest ranked vendor.
- f. No parties may incur any cost chargeable to the proposed contract before the date of execution of the Contract.

**Form 1**

**Vendor Name;** \_\_\_\_\_  
**Vendor Address;** \_\_\_\_\_  
**City, State, Zip;** \_\_\_\_\_  
**Phone #;** \_\_\_\_\_  
**eMail address;** \_\_\_\_\_

**Response:**

In response to the City’s Request for Proposal, we offer the following:

**I. Cover Letter**

Signed by vendor representative authorized to bind the proposing firm contractually.

**II. Table of Contents**

**III. Executive Summary**

A one-page high-level overview of the solution being proposed.

**IV. Responses to Form 2 - Vendor Information Requirements**

Complete all the information requested in Form #2.

**V. Responses to Form 3 Client references**

**VI. Response to Form 4 - Cost Requirements**

Please include your itemized cost proposal as described in section 3.2.

**VII. Responses to Section 3.20 – Scope of Work**

Explain how you will complete the scope of work described in section 3.20. Include a proposed timeline as described in this section.

**Exceptions:**

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City’s Request for Proposal.

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

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

**Form 2**  
**Vendor Information Requirements**

Vendor Website address; \_\_\_\_\_  
Vendor RFP Contact; \_\_\_\_\_  
    Name; \_\_\_\_\_  
    Title; \_\_\_\_\_  
    Phone #; \_\_\_\_\_  
    eMail; \_\_\_\_\_

Name of Parent Co, (if exist) \_\_\_\_\_  
    Address; \_\_\_\_\_  
    Phone; \_\_\_\_\_  
    Website address; \_\_\_\_\_  
Length of time in business; \_\_\_\_\_  
Prior year Gross Revenue; \_\_\_\_\_

**Project team information**

Please copy the table below and complete for each of the key project staff members (including subcontractors) who will be involved in this project.

Staff Name; \_\_\_\_\_  
Position; \_\_\_\_\_  
Length of time with Co. \_\_\_\_\_  
Project responsibilities; \_\_\_\_\_  
Hours dedicated to project; \_\_\_\_\_  
Education; \_\_\_\_\_  
Certificates; \_\_\_\_\_  
Previous work experience; \_\_\_\_\_  
Technical skills; \_\_\_\_\_

**Form 3**  
**Client references**

Please duplicate form and provide minimum of five client references.

Client Name; \_\_\_\_\_  
Contact Name; \_\_\_\_\_  
Title; \_\_\_\_\_  
Phone #; \_\_\_\_\_  
eMail address; \_\_\_\_\_  
Website; \_\_\_\_\_  
Type of service provided; \_\_\_\_\_

Client Name; \_\_\_\_\_  
Contact Name; \_\_\_\_\_  
Title; \_\_\_\_\_  
Phone #; \_\_\_\_\_  
eMail address; \_\_\_\_\_  
Website; \_\_\_\_\_  
Type of service provided; \_\_\_\_\_

Client Name; \_\_\_\_\_  
Contact Name; \_\_\_\_\_  
Title; \_\_\_\_\_  
Phone #; \_\_\_\_\_  
eMail address; \_\_\_\_\_  
Website; \_\_\_\_\_  
Type of service provided; \_\_\_\_\_

## From 4 PRICING

Please complete this attachment by indicating all costs associated with each product and/or service included in the proposal. Also include aggregate pricing if price advantages are available

### One-time Costs

Website redesign		
Discovery	# Hours _____	\$ _____
Prototype	# Hours _____	\$ _____
Design	# Hours _____	\$ _____
CMS (Software cost)		\$ _____
CMS configuration & deployment	# hours _____	\$ _____
Content Migration (up to xx number of pages)		\$ _____
Training (yearly)		\$ _____
Project Management		\$ _____
<b>TOTAL</b>		<b>\$ _____</b>

### Ongoing Costs

HW Maintenance/Support		\$ _____
Annual Hosting services		\$ _____
Annual CMS Software Maintenance/support		\$ _____
<b>TOTAL</b>		<b>\$ _____</b>



**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**\_\_\_\_\_ SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the \_\_\_\_day of \_\_\_\_, 20\_\_\_\_, (the “Effective Date”), between the CITY OF RENTON, a non-charter code city organized under RCW 35A and State of Washington municipal corporation, (“Renton”), and \_\_\_\_\_, (“Contractor”), to provide professional \_\_\_\_\_ on \_\_\_\_\_, at \_\_\_\_\_ in Renton, Washington. Renton and Contractor are at times collectively referred to as the “Parties” and the Parties are located and do business at the addresses immediately below which shall be valid for any notice required under this Agreement:

<b>CITY OF RENTON:</b>	<b>INSERT CONTRACTOR’S CO. NAME:</b>
Insert City Contract Administrator’s Name	Insert Contact Name
1055 South Grady Way	Insert Contractor’s Address
Renton, WA 98057-3232	Address - Continued
(425) Insert Telephone Number (telephone)	
(425) Insert Fax Number (facsimile)	Insert Telephone Number (telephone)
Insert email address	Insert Fax Number (facsimile)
	Insert email address

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the Effective Date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **Insert specific date** (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of Renton and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit “A”, which is attached and fully incorporated into this agreement by reference (“Services”), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to Renton’s satisfaction, within the time period prescribed by Renton and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Renton business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of Renton, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Renton’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) calendar days written notice at its address set forth above. Renton may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 (Equal Opportunity Employer); and such may result in ineligibility for further City agreements. In the event of termination, the Contractor shall be paid for services performed up to the termination date and accepted as conforming work by Renton, less any costs or expenses incurred by Renton as a result of the Contractor’s breach of the Agreement. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor shall become Renton’s property, and the Contractor shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, unless such documents or materials failed to conform to the Agreement.

4. **COMPENSATION.**

4.1 **Amount.** In return for the Services, Renton agrees to pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", which is attached and fully incorporated into this agreement by reference. The Contractor agrees that any hourly or flat rate charged by it for its Services contracted for shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any jurisdiction or authority as a result of the performance and payment of this Agreement.

4.2 **Method of Payment.** On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by Renton, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by Renton only after the Services have been performed and within thirty (30) calendar days after receipt and approval by the appropriate city representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. Renton may withhold payment for such work until the work meets the Agreement requirements.

4.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, Renton shall not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to Renton in the event this provision applies.

5. **INDEMNIFICATION.**

5.1 **Contractor Indemnification.** The Contractor agrees to release, indemnify, defend, and hold harmless Renton, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by Renton's sole negligence.

5.2 Construction Indemnity to Real Estate. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...), 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 Renton, the Contractor's liability shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify Renton, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. Renton's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.3 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, RCW Title 51, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

5.4 Renton as an Additional Insured. The Contractor agrees to name Renton as an Additional Insured on a noncontributory primary basis. In the event Renton shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold Renton harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Renton in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorneys' fees that Renton may incur or pay in the enforcement of any of the covenants, provisions and agreements.

5.5 Renton Indemnification. Renton agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of Renton.

5.5 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE.**

6.1 Consultant's Insurance. Consultant shall secure and maintain the following insurance policies, and shall not cancel or suspend the insurance policies identified below, except after twenty (20) calendar day's prior written notice by certified-mail to the City of Renton:

6.1.1. Commercial General Liability Insurance: Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate throughout the duration of this Agreement.

6.1.2. Workers' Compensation: Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington.

6.1.3. Renton as an Additional-Insured: It is agreed that on Consultant's commercial general liability policy, the City of Renton will be named as an Additional-Insured on a primary and non-contributory basis. Any coverage maintained by the City of Renton is solely for the coverage and benefit of Renton, and its elected officials, officers, agents, employees, representatives and volunteers.

6.1.4. Verification of Coverage: Subject to Renton's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to Renton before executing the work of this Agreement.

6.2 Review of Policy: Upon request, the Consultant shall give Renton a full copy of the insurance policy for its records and for the Renton City Attorney's or Risk Manager's review. The policy limits may be reviewed and the value reassessed annually.

6.3 Termination: Notwithstanding any other provision of this Agreement, the failure of the Consultant to comply with the above provisions of this section shall subject this Agreement to immediate termination without notice to any person in order to protect the public interest.

7. **CONFIDENTIALITY.** All information regarding Renton obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by Renton to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with Renton in identifying, assembling, and providing records in case of any public records disclosure request.

8. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City of Renton upon delivery. The Contractor shall make such data, documents, and files available to Renton and shall deliver all needed or contracted for work product upon Renton's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to Renton.

9. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by Renton to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to audit, copy, inspect, or review by Renton, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. The Contractor also agrees to require each of its subcontractors, agents, representatives to also maintain their records and make them available for audit, copying, inspection, or review as required in this section.

10. **INDEPENDENT CONTRACTOR.** The Parties intend to create an Independent Consultant-Employer Relationship and that the Contractor has the ability to control and direct the performance and details of its work, Renton being interested only in the results obtained under this Agreement. Renton shall be neither liable nor obligated to pay Contractor or its employees, agents, subcontractors, contract workers, etc., sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, contract workers and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of Renton, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify Renton and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses Renton may sustain through the Contractor's failure to do so.

11. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of Renton. Contractor confirms that Contractor does not have a business interest or a close family relationship with any city officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

12. **NON-DISCRIMINATION AND COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Except to the extent permitted by a bona-fide occupational qualification, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps or marital status. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Consultant will, in all solicitations for employee's job orders placed with any employment agency or other firm or agency, state that all qualified applicants will receive consideration for employment without regard for race, creed, color national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. The words "equal opportunity employer" in advertisements shall constitute compliance with this paragraph.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order for the goods or services which are subject matter of this contract.

In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the contract, the Owner shall have the right, at its option, to cancel the contract in whole or in part, without penalty. If the Agreement is canceled based on non-compliance with this section of the Agreement after partial performance, Renton shall be obligated to pay the fair market value or the contract price, whichever is lower, for good or services which have been received and accepted.

The Consultant is solely responsible for knowledge of and compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws and worker's compensation.

Renton requires all businesses and individuals doing business in Renton to have and maintain a valid City of Renton business license. (For Renton licensing information call 425-430-6851).

13. **GENERAL PROVISIONS.**

13.1 **Arbitration.** Arbitration of all questions of dispute under this Agreement may be at the choice of either party and shall be in accordance with the laws of the State of Washington. The results of arbitration shall be binding on the Parties. Choice of Arbitrator shall be as follows: each party to choose one with the third choice by mutual agreement or, if unable to agree, chosen by a Superior Court Judge. Rules of arbitration: American Arbitration Association. All arbitrators shall be well-versed/trained and experience in design and construction issues.

13.2 **Assignment.** The Parties may not assign any portion of this Agreement without the non-assigning party's written consent, and any assignment in violation of this provision shall be void. If the non-assigning party gives its written consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.3 **Assigns and Successors.** Renton and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.

13.4 **Attorney's or Attorneys' Fees.** If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 **Choice of Law and Venue.** This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum.

13.6 Compliance with Laws. Consultant agrees to comply with all federal, state, and municipal laws, rules, regulations, or guidelines that exist or come into existence that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

13.7 Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the City of Renton Agreement shall prevail.

13.8 Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

13.9 Ethics Violation. If a violation of Renton's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at Renton's option.

13.10 Event of Force Majeure. A party shall not be in breach of this Agreement as a result of such party's failure to perform its obligations under this Agreement, other than the obligation to pay a monetary obligation when due and owing, when such failure is due to an Event of Force Majeure, to the extent that such party, despite the exercise of reasonable due diligence, is unable to remove such Event of Force Majeure. Any party subject to an Event of Force Majeure that may impair its performance under this Agreement shall notify the other party as soon as practicable. Any party subject to an Event of Force Majeure shall be excused from performance under this Agreement only for the duration of and to the extent of the Event of Force Majeure. Any party subject to an Event of Force Majeure shall exercise reasonable due diligence to remove the Event of Force Majeure.

As used in this Agreement, "Event of Force Majeure" means any event or circumstance (or combination of the same) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a party of any of its obligations under this Agreement, but only to the extent that and for so long as:

- a. the event or circumstance is beyond the reasonable control of the affected party;
- b. despite the exercise of reasonable diligence, the event or circumstance cannot be prevented, avoided or stopped by the affected party; and
- c. the affected Party has taken all commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event.

An Event of Force Majeure shall include the following, to the extent also satisfying the criteria specified above:

- a. flood, earthquake, drought, climate change, storm, fire, lightning and other natural catastrophes;

- b. acts of public enemies, armed conflicts, acts of foreign enemies, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage;
- c. any form of compulsory government acquisition or condemnation or change in applicable law that affect the performance of the Parties' obligations under this Agreement;
- d. accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantines or criminal acts that affect the performance of the Parties' obligations under this Agreement;
- e. labor disturbances, stoppages, strikes, lock-outs or other industrial actions affecting the Parties or any of their Consultants, subconsultants (of any tier), agents or employees; and
- f. inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any governmental authority that affects the performance of the Parties' obligations under this Agreement.

Notwithstanding the foregoing, the insufficiency of funds, the financial inability to perform or changes in such party's cost of performing its obligations under this Agreement shall not constitute an Event of Force Majeure, and neither Party may raise a claim for relief, in whole or in part, in connection with such event or circumstance.

13.11 Execution. Each individual executing this Agreement on behalf of Renton and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages.

13.12 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with

the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.13 Mediation. Mediation may precede arbitration by mutual consent of the Parties.

13.14 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by each party's duly authorized representative.

13.15 Notices. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Renton at law, in equity or by statute.

13.16 No Waiver. Neither the final certificate of payment nor any provision in the Agreement nor partial or entire use of any installation provided for by this Agreement shall relieve the Consultant of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Consultant shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance of the work, unless a longer period is specified. Renton will give notice of observed defects within a reasonably prompt time after discovery, and Consultant shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Consultant.

Renton's failure to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in any instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.17 Public Document/Public Disclosure. This Agreement may be considered a public document and will be available for reasonable inspection and copying by the public during regular business hours, pursuant to RCW 42.56 (Public records act).

13.18 Remedies. Any remedies provided for in this Agreement are non-exclusive, and shall be cumulative with all other remedies available to Renton at law, in equity, or by statutes, unless specifically waived in this Agreement or in a subsequent signed document signed by Renton's authorized representative.

13.19 Singular, Plural and Gender. Whenever required by the context of Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

13.20 Sole and Entire Agreement. This Agreement is the entire agreement between the Parties and any representations or understandings, whether oral or written, not incorporated by reference into this Agreement are excluded.

13.21 Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement.

13.22 Third-Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than Renton and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Renton and Consultant and no one else.

13.23 Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on page one of the Agreement, unless notified to the contrary. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be specified by the recipient Party in writing.

IN WITNESS, the Parties execute this Agreement as of the Effective Date written above.

CITY OF RENTON

ATTEST:

\_\_\_\_\_  
Denis Law, Mayor

\_\_\_\_\_  
Jason A. Seth, City Clerk

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry Warren, City Attorney

INSERT CONTRACTOR'S CO. NAME

By:

---

Printed Name:

---

Title:

---

DATE:

---





## EXHIBIT "A"

### SERVICES

**[Instructions: Replace or Delete red portions after completing forms.]**

[Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.]

1. The Contractor shall do or provide the following:

[Fill in description of Services or Work]

**EXHIBIT "B"**

**COMPENSATION**

1. Total Compensation: In return for the Services, Renton shall pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00) **[insert maximum total compensation]**

**[optional: if sales tax is included list it seperately then a complete total].**

and Washington State sales tax equal to \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00) for a total amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00).

2. Method of Compensation:

[You can select one of the examples below and fill it in (and delete the rest) or write your own description about how the compensation will be provided (the method of compensation) Provide a complete description of how the compensation is paid, ie **billing rates** (for each of the Contractor's employees expected to perform services), whether they are **hourly rates** or **flat fees, percentage fees**, and whether or what **taxes** are included (If taxes are separate make sure that the total compensation is sufficient to cover them). If a contract is for a **Fixed price** there is no need for a method of compensation. Also, if they are not included in the billing rate, include if and how reimbursable **expenses or incidentals** will be calculated and what limits there will be on them. (If **expenses** are separate make sure that the total compensation is sufficient to cover them). Also include any **unit costs** or other method of compensation for goods and whether taxes are included]

**(Alternative Provisions Examples: Select and complete one paragraph and delete others)**

**Hourly rate:**

In consideration of the Contractor performing the Services, Renton agrees to pay the Contractor an amount calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below:

**[Fill in hourly rates for who is doing the work]**

**Unit price plus sale tax**

In consideration of the Contractor performing the Services, Renton agrees to pay the Contractor an amount, calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below, and Washington State sales tax equal to \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00)

**Reimbursable Expenses.**

The actual customary and incidental expenses incurred by Contractor in performing the Services including \_\_\_\_\_ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in Renton's sole discretion and shall not exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_).