

City of Redmond, Washington

Purchasing Division, M/S: 3SFN

15670 NE 85th Street

PO Box 97010

Redmond, WA 98073-9710

Request for Proposal

The City of Redmond is interested in seeking proposals from qualified firms to provide a proposal for a creative marketing and media package in accordance with the solicitation documents.

RFP 10554-16/MWS

The City of Redmond, Washington requests interested parties to submit proposals for the above referenced Request for Proposal.

Scope of Work - Overview

The City of Redmond's Economic Development division of the Mayor's office, and its' partners, desires to contract with a creative company for branding, design and production of a dynamic marketing and media package intended to represent Redmond as an innovative, technical, diverse, vibrant community within the greater Puget Sound area. The consultant will be responsible for the creation of a print and digital marketing, media and tradeshow package to be used to support Redmond's economic development and business recruitment efforts including for uses such as in meetings, tours, presentations, tradeshow, online presence, etc.

Term/Budget:

The project office expects to have a contract for services to be complete by December 1, 2016 with all products finalized, accepted and invoiced by May 31, 2017. Project budget is not to exceed \$50,000.00.

Due Date/Time

10:00 AM (local time) on Monday, October 24, 2016. The City of Redmond – Purchasing Division must receive proposals no later than said date and time. Proposals received after such time will be returned unopened. Responses may be mailed or hand delivered to the City of Redmond, Purchasing Division, MS: 3NFN, 15670 NE 85th Street, PO Box 97010, Redmond, WA 98073-9710. Hand carried documents are to be delivered to the Customer Service Center, 2nd Floor, Redmond City Hall. Faxes and emails will not be accepted.

Proposal Documents:

This solicitation incorporates the following documents:

- Attachment A, Proposal Pricing Submittal Sheet
- Attachment B, Scope of Work
- Attachment C, City Consulting Services Agreement

Response Requirements & Format

All costs for developing proposals in response to this RFP are the obligation of the Consultant and are not chargeable to the City. All proposals and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close

RFP 10554-16/MWS Marketing/Media Package
Management Consulting/Marketing, Media Package

date, provided notification is received in writing to the below listed City agent. Proposals cannot be withdrawn after the published close date.

Response Requirements:

- 1) Executive Summary & Project Approach - Summarize your firm's qualifications and special expertise in performing the type of services identified in the City's scope of work. Provide a description of your understanding of the scope and approach to be used. Include any experience specifically related to this work, as well as project management and experience in programs listed in this scope of work.
- 2) Pricing Methodology - Provide price estimate including a total price. Any expenses that are to be expected are to be included in your lump sum price proposal.
- 3) Qualifications & Experience – Describe your firm's qualifications and staff experience in performing tasks and providing services similar to the City's needs as identified in its scope of work for this project. Include summary biographies (or resumes) of key staff to be assigned to perform this work. These do not count against the proposal submittal page restriction (item 8). Describe their experience relative to this type of work along with their primary duties/roles proposed for this project to include:
 - Experience in creative art direction/graphic design project management
 - Experience with digital marketing, website and social media development and management
 - Project management and/or creation of photography and videography
 - Experience with print media content and promotions
 - Public relations experience
 - Familiarity with City of Redmond, WA
- 4) Provide samples of the required items in the scope of work. These do not count against proposal page count:
 - Photography
 - Videography
 - Graphic Design and Print: Including things such as but not limited to brochures, topic specific summary sheets, media briefing, Power Point slides, letterhead/envelope branding
 - Tradeshow branded display products
- 5) A list of references (including contact name and telephone number) of at least three (3) completed or current programs within the last four years of this size and nature, including website examples for each. The City reserves the right to contact references without prior notification.
- 6) Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Electronic Signatures are not accepted. A corporation must indicate place and date of incorporation.
- 7) The City requires six (6) printed response copies, unbound, and not exceeding a total of four (4) pages (please double side your pages) in length/content as identified above. Company sales literature, samples of tourism, marketing, marketing promotional materials and project staff resumes may be attached to the response as an Appendix and do not apply against page count. In keeping with the City's environmental sustainability efforts, do not bind your proposal, nor include binders, report covers or unrequested indexing/divider pages. Use of recycled content paper is preferred.
- 8) A statement to the effect that respondent understands and agrees to obtain a City of Redmond business license as a requirement for performing these services. A city business license application can be found at:

<http://www.redmond.gov/insidecityhall/finance/buslicense/applt.asp>

- 9) A statement indicating the number of calendar days the proposal shall be valid for (the City's minimum number of days is 60). The City reserves the right to extend an additional 90 days if necessary.

Cooperative Purchase Language:

The City of Redmond has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting an offer, the Contractor agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the Contractor or other party contracting to furnish goods or services to the City of Redmond. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Contractor to cover the city's contract duration (for any subsequent purchase agreements/contracts resulting from this RFP) or 30 days post award (for one time purchases).

Selection & Award

All interested individuals are requested to provide a response containing all required elements herein to the City of Redmond at the stated address by the deadline given.

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria (receives the highest score) as determined by the City's selection committee. The intent of this process is to select the consultant deemed most qualified.

Therefore, your response should clearly articulate your capability in the evaluation areas described above. Avoid unnecessary descriptions and self-promoting content.

Evaluation Criteria	Weight
<u>Proposed Price:</u> Provide lump sum price including all expenses	30 pts
<u>Project Approach & Understanding:</u> Understanding of scope and requirements and how the project will be addressed.	20 pts
<u>Qualifications and Experience:</u> Company expertise & demonstration of ability to successfully provide marketing media package, technical assistance and implementation. Company and staff experience with projects of similar size and nature, and experience identified in paragraph 3 of Response Requirements. Samples of Media Marketing items identified in solicitation.	50 pts
Total	100pts

Upon selection of a Consultant, the City intends to enter into an agreement using its standard, Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached, as Attachment C, and shall be incorporated into this RFP by this reference.

Contract Documents

The City of Redmond reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Redmond, and the respondents to this request have no appeal rights or procedures guaranteed to them.

The City reserves the right to conduct interviews in addition to the above evaluation criteria in determining the most qualified responsive proposer, if deemed necessary.

Questions/Inquiries

Please direct any questions concerning this Request for Proposal, the City's requirements or its evaluation process to the agent listed below. No other City official or employee is empowered to speak for the City with respect to this acquisition. Any information obtained from any other source shall not be binding and may disqualify your proposal.

Mason Skinner
Purchasing Agent Office:
(425) 556-2184
Fax: (425) 556-2185
mwskinner@redmond.gov

ATTACHMENT A

**City of Redmond Proposal Pricing
Submittal Sheet
RFP 10554-16/MWS**

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone #: (_____) _____ Fax #: (_____) _____ Email: _____

We offer this submittal in response to the City's Request for Proposal. The estimated sums listed below are fully-burdened, including direct labor cost, overhead, and profit.

Any material pricing or other expenses (travel, etc.) are to be included in lump sum price.

Photography/Videography	
Graphic Design for Print & Digital	
Tradeshow Element Design & Production	
Total Fully Burdened Price	\$ Lump Sum

Proposal Validity: 60 days calendar days from proposal receipt date. The City of Redmond reserves the right to request a 90 day extension of the 60 day period.

REFERENCES:

Supplier to furnish the name, address, phone number and contact for three client/customer references:

1. _____

2. _____

3. _____

Consultant certifies that it meets insurance coverage requirements of solicitation contained in Consultant Agreement: _____.

City of Redmond, Business License #: _____ or _____ I/we agree to obtain upon award of this purchase.

The undersigned agrees fully with the terms and conditions of this Request for Proposal and acknowledges they are authorized to sign proposals for the company.

Authorized Agent: _____ Date: _____

CITY OF REDMOND
RFP 10554-16/MWS
Attachment B
SCOPE OF WORK - MARKETING AND MEDIA PACKAGE

OVERVIEW:

The City of Redmond conducts economic development outreach with its partners at OneRedmond and the Economic Development Council of Seattle & King County.

The City desires to contract with a creative company to brand, create, design and produce a package of dynamic marketing pieces that represent Redmond as an innovative, technical, diverse, vibrant community within the greater Puget Sound region— one that attracts news businesses and that inspires and supports current businesses within our key business clusters.

The print and digital marketing and media package will be used to support Redmond’s and the region’s economic development efforts by: (1) promoting Redmond as an innovative and welcoming place to do business in the Puget Sound region and (2) providing tools to recruit prospective business owners, developers, and investors; and (3) providing materials to deploy at national and international tradeshows.

BUDGET and TIMELINE:

This project is funded via a grant through the Port of Seattle’s Economic Development Partnership Program with matching funds through City of Redmond. The project should not exceed \$50,000. Funds are to be expended by May 31, 2017.

SCOPE OF WORK INCLUDES:

I. PHOTOGRAPHY AND VIDEOGRAPHY

A. PHOTOGRAPHY

Professional and creative digital photography showcasing the City of Redmond including:

- businesses/employees/business clusters
- residents/diverse housing
- parks/trails/entertainment
- food/dining/play
- shopping/lifestyle

Minimum of 100 digital photos to be owned by City of Redmond upon completion of the project.

B. VIDEO

An approximately 2-3 minute video showing City of Redmond’s location in perspective to the State of Washington, Puget Sound, SEATAC, and then showcasing employment centers and Redmond attributes.

II. GRAPHIC DESIGN FOR PRINT & DIGITAL USE

The City of Redmond will provide the selected contractor with the data to be used on each piece.

A. ONE-PAGE (single or double sided) MEDIA FACT SHEET

(Design and print 250 quantity. City owns digital file for future editing and printing.)

B. BROCHURE BOOKLET: FOR USE TO PRINT AND USE ONLINE

(Design and print 250 quantity each (a, b, c). City owns digital file for future editing and printing.)

a. About Redmond Brochure:

Details such as, but not limited to the following:

- **Location:** map, access to Port, airport, Seattle, etc., elevation, time zone, precipitation
- **Investment opportunities**
- **Taxes, incentives, regional comparisons**
- **Largest employers**
- **Business overview:** # of businesses, business clusters, pro-business statement
- **Demographics:** race and ethnicity, age, income, education, employment, population,
- **Education:** Lake Washington School District, Lake Washington Institute of Technology, DigiPen, UW Bothell, UW Seattle
- **Workforce advantages**
- **Community overview:** parks, trails, events, awards and designations
- **Transportation:** transit, walkability, light rail, Go Redmond, trails, proximity to SEATAC airport
- **Business resources:**
 - Go Redmond – commute resources for businesses and employees
 - Experience Redmond – tourism program highlighting hotels, restaurants, shopping, things to do
 - OneRedmond – consulting services to both existing businesses and those seeking to expand to the region
 - Economic Development Council of Seattle & King County

b. Neighborhood Tear Sheets

Topics such as facts about the neighborhood, overview paragraph, demographics, map, walk score and transit access, redevelopment sites, zoning, etc.

- Downtown
- Overlake
- SE Redmond
- Willows
- Residential

c. Cluster Tear Sheets:

- **Business Clusters:** topics such as types of businesses currently in Redmond in the cluster, success stories, supporting education or training in the field, etc.
 - Aerospace-related advanced manufacturing avionics
 - New space/commercial space
 - Software and interactive media
 - Medical information technology and applications-related software
 - Retail, arts and culture

C. POWER POINT

(Digital file only)

- Slide deck containing similar content to the brochure

D. PRESENTATION FOLDER

(Design and print 500 quantity. City owns digital file for future printing.)

- Branded folder to contain the collection of printed materials and business cards

E. LARGE ENVELOPE (Design and print

(Design and print 500 quantity. City owns digital file for future printing.)

- Large, branded envelope that can be used to mail the printed pieces

III. TRADESHOWS

The City of Redmond's economic development partner, OneRedmond, will participate in two marketing tradeshow efforts in early 2017 to support business recruitment and expansion in two targeted industry clusters; interactive media and commercial space.

While OneRedmond staff will attend these two events, the creative contractor should design, select a style and print the follow tradeshow marketing products for each show:

- a. Banner stand or portable trade show display
- b. Banner
- c. Branded table cloth

The tradeshows and dates are:

- **D.I.C.E. (Design, Innovate, Communicate, Entertain) Summit – February 2017**

This conference brings together the top video game designers and developers from around the world and business leaders from all major publishers to discuss the state of the industry, its trends and the future.

- **33rd Space Foundation Space Symposium – April 2017**

The Space Symposium, held at The Broadmoor in Colorado Springs, Colo., USA, has brought together space leaders from around the world to discuss, address and plan for the future of space since the inaugural event in 1984.

CONSULTANT AGREEMENT (NON PUBLIC WORKS)

PROJECT TITLE AND IDENTIFICATION NUMBER	WORK DESCRIPTION
CONSULTANT	CITY PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i>
CONSULTANT CONTACT <i>(Name, address, phone #)</i>	BUDGET FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of

Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or

revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims,

losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the

CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. **Records.** The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. **Notices.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of

employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

John Marchione, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:
