

City of Kirkland

Request for Proposal

Information Technology Strategic Plan and Infrastructure Evaluation

Issue Date: December 13th, 2005

Due Date: 4 p.m. (Pacific Standard Time), January 10th, 2006

REQUEST FOR PROPOSALS

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

Information Technology Strategic Plan and Infrastructure Evaluation

File with Purchasing, Finance Department, 123 5th Ave, Kirkland WA, 98033 as follows:

Proposals received later than **4 P.M., January 10th, 2006** will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.ci.kirkland.wa.us/> or by contacting the RFP Coordinator, Brenda Cooper, at bcooper@ci.kirkland.wa.us.

The City of Kirkland reserves the right to reject any and all proposals 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 the City of Kirkland equal opportunity requirements. The City of Kirkland is committed to a program of equal employment opportunity regardless of race, color, creed, sex, sexual preference, age, nationality or disability.

Dated this 13th day of December, 2005

Barry Scott
Purchasing
Finance Department, City of Kirkland

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Chapter I: General RFP Information

Chapter I: General RFP Information

OBJECTIVE OF THIS RFP

The purpose of this RFP is to solicit proposals from vendors qualified to prepare an information technology strategic plan and perform an architecture evaluation. We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will have experience in information technology strategic planning, Geographic Information Services, and information architecture. They will be excellent communicators and write clearly and concisely. They will have some experience in the public sector, and have worked with cities that are both larger and smaller than Kirkland.

BACKGROUND

The City of Kirkland created an Information Technology Strategic Plan in 2001, which is now largely completed.

The City of Kirkland IT department provides centralized support for about five hundred customers, including the following:

- All major applications such as finance, police CAD, RMS, and mobile applications, utility infrastructure inventory and work orders, permitting, an internet and intranet site, parks and recreation, etc.
- Support for desktop PC's and network print devices including an internal help desk
- All network and infrastructure support including internal wired and wireless networks, server infrastructure, IP telephony, and our portion of shared regional fiber networks
- A training program, primarily geared toward office applications
- A full enterprise GIS program
- Multimedia Services, including telecommunications franchising, most print and some electronic media, and all content and production management for two government television stations
- Regional applications, primarily in electronic government through eCityGov.net, which is an Alliance of multiple local cities which co-own and manage eGov infrastructure

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- Limited support to other cities, most notably Mercer Island and Medina, where we support police applications (both cities are police dispatch customers)

The Information Technology department is an internal service fund and departments are billed for IT as a line item in their budgets. Large software purchases, server replacements, and most support for GIS projects are funded through the Capital Improvement Plan (CIP). Our combined capital and operating budget for the years 2006 through 2010 is expected to be about twenty-four million dollars, or just under five million dollars per year.

THE CITY OF KIRKLAND

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders, Kirkland is the second largest city on the eastside of Lake Washington, and the fourteenth largest in the State of Washington. Our population is 47,770. A full [community profile](#) can be found on our website.

KIRKLAND COMPUTING/NETWORK ENVIRONMENT

The City of Kirkland has approximately 394 full time employees and 385 PCs. City employees are located at 4 primary locations, all connected by fiber. There are 9 other locations which house City employees. Voice and data needs for these sites are served by a combination of fiber, frame relay, and leased lines.

The City's standard network operating system is Windows Server 2003 and the standard desktop operating system is Windows XP. The data backbone is a mix of switched 10/100 and gigabit.

The City of Kirkland's data center is configured as a limited access, raised floor, controlled environment. The standard configuration is rack mounted Dell servers in configurations with redundant power supplies, Smart Array SCSI controllers, and built-in Ethernet 10/100 or 10/100/1000 network cards. Typically 3 or more drives are configured as RAID5 with the built-in internal SCSI channel supporting 2 drives in a mirrored configuration that acts as the system drive. The Network is a managed TCP/IP switched Ethernet architecture with Fiber and leased line connectivity between geographically dispersed locations. All servers are backed up on a regular schedule utilizing Symantec's Backup Exec backup software, and all have Norton Antivirus and Microsoft SMS management agents/software installed.

The City's telephony system is a Cisco VoIP solution supporting over 400 phone sets. It includes voice mail, ACD queues, and E911.

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REQUESTED SERVICES

We are looking for a consultant to help us create a strategic plan to guide us through the next five years, and also to create a more detailed IT infrastructure plan and design.

We hope to involve all of the primary internal stakeholders in both an analysis of the current program, in idea generation for the future, and in prioritization of projects. We will also expect the consultant to meet with us and external stakeholders which includes other cities, citizens, and businesses.

We do have anticipated income streams for capital and operating funding, and the primary question that we are asking with this strategic plan is “What is the most effective way to spend the resources that we now have available?”

We are looking for an evaluation that will highlight current strengths and weaknesses as well as identify, prioritize, and cost the projects that we should focus on over the next five years. Some of the specific areas that we would like to be sure to include are:

Portfolio Management: We would like one outcome of the strategic plan to be a completed technology portfolio and a process for keeping it up to date.

Applications: We have a number of new applications slated for purchase in the next five years, including CRM. For each of these applications, we’d like to look at whether they should be regional or Kirkland-centric, and whether or not we are actually working on the right applications.

Infrastructure: We’re sure our infrastructure is less than optimal. For example, we tend to follow vendor’s recommendations for how many separate and individual servers their applications need, which has resulted in an English garden of baby servers. We suspect that some server consolidation would be very helpful, and have been saving capital to help us accomplish this. We have new and significant storage needs and want to look at shared storage options and improved backup/recovery. In addition, we’d like to consider the benefits of moving our key customer-centric applications into a more web-services based infrastructure and examine if and how service oriented architecture ideas might be helpful to us. We did just complete a full external security audit in 2005, and security should continue to be considered critical.

Disaster Recovery: We have a reasonably disaster-resistant location, but would have trouble doing any actual recovery should a large-scale natural disaster render our building unusable. The strategic plan should include recommendations to address this void.

Financial Models: One of the few recommendations from the 2001 Strategic Plan which we have only made minor progress on was to set aside money to replace large

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systems. We'd like ideas for how to make another go at that. As a related task, we'd like recommendations to simplify our billing structure.

Regionalization: We are doing more and more regional applications, and now that we have a growing intra-city and intra-agency fiber network on the eastside, we would like to explore opportunities to create and manage shared infrastructure and/or applications between the cities. We need help understanding how to effectively balance the power of central internal management of our applications and the cost-saving opportunities of regional applications and hardware infrastructure.

Help Desk/ITIL: We'd like to take a closer look at our help desk functions, and see if there are any aspects of ITIL that we should implement.

GIS: The five-year strategic GIS plan that we just adopted this year should be integrated. Additionally, we are exploring forming a regional eCityGov Alliance-based GIS program, and that effort needs to be integrated.

Staff Structure: The multimedia services function just came into IT in 2005. We have an uneven organization chart, and a number of people that report directly to the CIO. We'd like to take a look at our staff, structure, and organization, and identify areas for structural improvement. While we will entertain suggestions for new staff positions, the city budget is not in a position to add multiple IT positions and we desire a plan that can be implemented. On a related topic, we are interested in developing a current/desired skills inventory so that we can plan for training.

Project and Task Management and IT Governance Reporting: We do not have very detailed project management tools or skills except in some specific narrow areas. We do not have good visibility to tasks except in the Help Desk area. We have an IT Steering team that provides high-level governance, and we do a modified form of Balanced Scorecard reporting to that team, but would like input on what we should consider changing.

Industry Standards: We would like to know how we compare to industry standards for help desk customer service, staffing, uptime, costs, etc. to the extent that the base information is available.

Content Management: We are implementing a content management system for the web, and in the process of selecting a document management vendor. We are interested in a pathway to help us better manage all digital content, including public records.

Municipal and Public Networking: We have completed a municipal networking study and are involved in two more detailed tasks related to the outcome of that project. These include a pilot for public wireless in selected parks, and an examination of other options for municipal fiber that can be leased to telecommunications providers and used to help create secure city-owned support networks for city staff purposes such as public safety, field inspections, etc. These efforts should be factored into the plan. An

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important component of this effort is maintaining a competitive environment for commercial telecommunications providers that fosters their success at offering multiple broadband choices in the community.

Policies and Service Level Agreement: We'd like to have our policies and Service Level Agreements looked at, and any necessary policy direction identified.

DELIVERABLES

The following deliverables are to be provided by the vendor. Additional deliverables may be identified during the initial meetings between the vendor and the City.

A five-year strategic plan addressing the topics listed above and any others identified in the process of stakeholder discussions. This plan should be designed to succeed within our anticipated available budget.

A two-year tactical plan including some of the management tools identified above such as a technology portfolio and balanced scorecard reporting.

An infrastructure design and a specific detailed migration plan to allow us to implement that infrastructure by the end of 2007. This plan should address creating a more flexible and cost-effective hardware infrastructure.

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RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed 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. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator
Brenda Cooper, CIO
Address: City of Kirkland
Information Technology
123 5th Avenue
Kirkland, Washington 98033
Telephone: 425 587-3051
E-mail: bcooper@ci.kirkland.wa.us

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	December 13th, 2005
Vendor Questions (if any) Due	December 21st, 2005
Answers to RFP Questions Released	December 29th, 2005
Proposal Responses Due	January 10th, 2006
Finalists selected	January 18th, 2006
Vendor interviews (please reserve this date)	January 27th, 2006
Vendor Selection	January 31st, 2006
Contract Negotiations Complete	To be determined
Contract Signed	To be determined
Work Begins	To be determined
Network Evaluation Complete	To be determined
Final Acceptance	To be determined

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LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to must provide a written letter of intent to propose by December 21st, 2005. An email attachment sent to bcooper@ci.kirkland.wa.us is fine. Letters sent via facsimile will be accepted at (425) 587-3055. The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions.

A list of all vendors submitting a letter of intent will be available upon request.

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements may submit written questions to the RFP Coordinator by 4 p.m. (PST) on December 21st, 2005. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to bcooper@ci.kirkland.wa.us is fine. Letters sent via facsimile will be accepted at (425) 587-3055.

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PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Kirkland is using a “forms-based” approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., “apples-to-apples”) way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date:	<i>Sealed Proposals must be received by the Purchasing Agent no later than January 10th, 2006, at 4 p.m. (Pacific Standard Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	A total of 4 paper copies (3 bound and 1 unbound) and an electronic copy of the vendor’s proposal, in its entirety, must be received as specified above. The City will not accept facsimile.
Address for Submission:	City of Kirkland Attn: Purchasing Agent RFP IT Strategic Plan – Job 03-06-IT 123 5th Ave Kirkland, WA 98033

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EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist vendors make a presentation to a selection team.

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APPEALS

Vendors who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the Purchasing Office within TEN (10) working days of the postmark on the Notice of Award or disqualification.

Appeals should be sent to the following address:

**Barry Scott
Purchasing Agent
Finance Department, City of Kirkland
123 5th Ave
Kirkland, WA 98033**

The appeal must describe the specific citation of law, rule, regulation, or common business practice upon which the protest is based. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The City will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing a contract with any other vendor.

Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Project Staff List
- 6) Key Project Staff Background Information
- 7) Client (City) Staffing Requirements
- 8) Customer Reference
- 9) Task Area Descriptions
- 10) Project Schedule and Workplan

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 97 or later is highly recommended).
2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
4. When your proposal is finished, refer to the proposal submission instructions in this document.

Chapter II: Required Proposal Response Forms

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Equal Opportunity Affidavit

TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

Chapter II: Required Proposal Response Forms

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

Chapter II: Required Proposal Response Forms

[Use this space as needed for page 2 of your proposal summary.]

Chapter II: Required Proposal Response Forms

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

Signed,

By: _____

Title

Date

For: _____

Chapter II: Required Proposal Response Forms

FORM 4: GENERAL VENDOR INFORMATION

[Use this form to provide information about your firm.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
◆ Consulting	
◆ Telecommunications	
◆ Sales, marketing, and administrative support	
◆ Other (please note relevant staff)	

2. Where is your headquarters located? Field offices?

3. Which office would service this account?

Chapter II: Required Proposal Response Forms

[form 4 continued...]

4. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Institution	Address	Phone Number

5. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

In the space provided, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

Chapter II: Required Proposal Response Forms

[Please use this space to respond to Question 5 of Form 4. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Chapter II: Required Proposal Response Forms

FORM 5: PROJECT STAFF LIST

[Please complete the following table to identify the proposed project staff (including subcontractors) who will assist the City with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in telecommunications. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

Staff member name	Title	Percent of staff member's time dedicated to project	Number of years in IT

Chapter II: Required Proposal Response Forms

FORM 6: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for the project position. Include skills and experience with IT management, IT strategic and tactical planning, GIS, and infrastructure design, plus any other skills that might be considered relevant.	

Chapter II: Required Proposal Response Forms

FORM 7: CUSTOMER REFERENCE FORM

[Using the tables below, please list five private sector clients and all public sector clients for whom you have strategic planning or other services relevant to this RFP over the past two years. Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client name				
Reference name				
Title				
Phone number				
Mailing address				
Fax number				
Url where plan copy is available for view (if applicable)				
Customer Size	Service Description	Start Date	End Date	Contract amount

Chapter II: Required Proposal Response Forms

- ◆ Infrastructure evaluation

FORM 9: PROJECT SCHEDULE AND WORKPLAN

[Provide a detailed project implementation plan that includes:

- ◆ A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- ◆ A table listing vendor staff assignments and proposed labor hours for all tasks
- ◆ A brief description of each task and its work products
- ◆ A description of each proposed deliverable

Insert pages as needed to allow space for your Gantt chart and workplan. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Gantt Chart

[Use this section to include your Gantt chart showing beginning and end dates of all tasks.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Staff Assignments/Hours

[Use this section to include a table of vendor staff assignments and proposed labor hours for all tasks. Signify if staff assigned is a designated individual or FTE equivalent.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Task Descriptions

[Use this section to include brief descriptions of all tasks, milestones and associated work products.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Deliverables

[Use this section to include brief descriptions of all project deliverables.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FEE SCHEDULE

The Proposal must contain a fee schedule that includes estimated hours, rates, and overall price. Pricing should be broken down so that we can see the actual price for the two IT Strategic and tactical planning separate from the infrastructure evaluation and migration plan.

Appendices

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

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.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

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.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Kirkland Business License.

Appendices

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 request for proposals (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 provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- ◆ 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 vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) 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.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Appendices

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

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

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages

a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

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E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and

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health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

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

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer'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.

ATTACHMENTS

ATTACHMENTS

ATTACHMENTS

Attachment B: Equal Opportunity Requirements

GENERAL INSTRUCTIONS

EQUAL OPPORTUNITY REQUIREMENTS

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Kirkland. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal or upon the request of the Purchasing & Graphic Services Manager.

Compliance: The City of Kirkland reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

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EQUAL OPPORTUNITY REQUIREMENTS

1. Contractor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Purchasing and Graphic Services Manager. All documents related to compliance steps listed above shall be presented upon the request of the Purchasing and Graphic Services Manager. The Purchasing and Graphic Services Manager shall serve as the compliance officer for the city and is authorized to develop and issue procedures for the administration of this section."

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

- Requirement 1. When a contractor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

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When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Kirkland reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.143.

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Attachment C: Affidavit of Equal Opportunity Compliance

_____ certifies that:
Bidder

1. If necessary to recruit additional employees, it has:
 - a. Notified relevant minority and women's organizations, or
 - b. Hired through a union hall with an equal opportunity policy.
2. It intends to use the following listed construction trades in the work under the contract:

3. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
4. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
5. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
6. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: _____
(authorized signature)

Title: _____

Date: _____