



City of Kirkland Request for Proposal

Eastside Rail Corridor Feasibility Study

Job # 12-18-IT

Issue Date: March 23, 2018

Due Date: 4 p.m. (Pacific Time), April 30, 2018

REQUEST FOR PROPOSALS

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

Eastside Rail Corridor Fiber Feasibility Study

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

Proposals received later than **4:00 PM, April 30, 2018 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/> Locate by clicking on "Business" at the top of the webpage and then "Request for Proposals" under "Doing Business with the City." Call 425-587-3123 if you are unable to access RFP documents online.

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 City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider ultimately 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 health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

The Supplier(s) ultimately awarded a contract will be required to sign and comply with City of Kirkland Information Technology Vendor Security policy and a Non-Disclosure Agreement. Supplier(s) that provide a hosted or cloud solution will be required to sign and comply with City of Kirkland Information Technology Cloud Security policy.

Dated this 23rd day of March, 2018

Greg Piland
Purchasing Agent
425-587-3123

Table of Contents

Table of Contents

CHAPTER I: GENERAL RFP INFORMATION	5
OBJECTIVE OF THIS RFP	5
REQUESTED SERVICES	5
DELIVERABLES.....	9
RFP OFFICIAL CONTACT	9
PROCUREMENT SCHEDULE	11
LETTER OF INTENT.....	12
QUESTIONS REGARDING THE RFP	12
COOPERATIVE PURCHASING.....	12
PROPOSAL PREPARATION	13
PROPOSAL SUBMISSION	13
EVALUATION PROCEDURES.....	14
CHAPTER II: REQUIRED PROPOSAL RESPONSE FORMS	15
PROPOSAL PREPARATION INSTRUCTIONS.....	15
FORM 1: COVER LETTER	16
FORM 2: PROPOSAL SUMMARY	17
FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS	19
FORM 4: GENERAL SUPPLIER INFORMATION.....	22
FORM 5: SCOPE OF SERVICES	25
FORM 6: PRICE PROPOSAL	26
FORM 7: CUSTOMER REFERENCES.....	27
FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION	28
APPENDICES	29
RFP AMENDMENTS.....	29
VENDOR'S COST TO DEVELOP PROPOSAL	29
WITHDRAWAL OF PROPOSALS	29
REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES	29
PROPOSAL VAILIDITY PERIOD.....	29
CITY TAXATION	29
PUBLIC RECORDS	30
ACQUISITION AUTHORITY	30
CONTRACT AWARD AND EXECUTION.....	31
<u>DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS</u>	
.....	32
OWNERSHIP OF DOCUMENTS.....	34
CONFIDENTIALITY OF INFORMATION	34
ATTACHMENTS	35
Attachment A: Non-Collusion Certificate	36

Table of Contents

Attachment B: Non-Disclosure Agreement	Error! Bookmark not defined.
Attachment C: Professional Services Agreement	37

Chapter I: General RFP Information

OBJECTIVE OF THIS RFP

King County and other ERC owner cities and stakeholders seek to evaluate the viability of building a high capacity and high reliability fiber optic infrastructure to support smart communities and other potential telecommunications and broadband services along the entire length of the ERC.

REQUESTED SERVICES

Summary Information

The Eastside Rail Corridor is a rail right of way in the Eastside suburbs of Seattle, Washington. The corridor spans from Renton to the City of Snohomish at Snohomish Junction. Originally used for freight, the Eastside Rail Corridor (ERC) is now being developed as a transportation and recreation corridor. This RFP seeks a consultant to assist the various parties to the RFP to evaluate if the necessary criteria and conditions are available and feasible to successfully use the asset as a communication corridor.

The corridor has many owners and stakeholders. For example, King County owns the major portion of the trail, and the cities of Kirkland and Redmond also own portions of the trail. Other entities have stakeholder interest in all possible uses of the trail (such as the City of Bellevue) and additional entities (like the Pacific Northwest Gigapop, which serves research and education organizations throughout the Pacific Rim) are stakeholders in the possible use of the trail for fiberoptic cable.

At this time, some portions of the ERC remain undeveloped, some have in "interim" gravel trail, and a few portions have completed hard-surface trails. Master planning is completed or underway for most sections of the trail. Completed master-plans, such as the City of Kirkland's Master Plan, reference this use but refrained from definitive statements on the feasibility or business models for such a project.

The corridor passes through the cities of Renton, Newcastle, Bellevue, Kirkland (Cross Kirkland Corridor), Redmond (Redmond Central Connector), Woodinville, and Snohomish. There is a network of other regional trails that this trail already connects to or which it may connect to in the future. These include the Sammamish River Trail,

Appendices

Snoqualmie Valley Trail, Interurban Trail, Lake-to-Lake Trail, the State Route 520 Trail, and more.

For further information, please reference:

[Eastside Rail Corridor Regional Advisory Council](#)

[Eastside Rail Corridor Trail – Coming Soon](#)

[Eastside Rail Corridor Trail suddenly taking shape in Renton, Newcastle and Bellevue](#)

[CrossKirkland Corridor Official Site](#)

[Snohomish County Centennial Trail South](#)

Project Overview

King County and other ERC owner cities and stakeholders seek to evaluate the viability of building a high capacity and high reliability fiber optic infrastructure to support smart communities and other potential telecommunications and broadband services along the entire length of the ERC.

This use is in addition to the current/planned recreational and transit uses of the ERC. King County and its partners plan to engage a consultant to provide the strategic analysis the partners need to determine whether such an initiative is financially, physically, and politically feasible.

The development of the ERC project presents a unique, time-sensitive opportunity for stakeholders to share costs on a cohesive smart community technology infrastructure in a vibrant region. Increased fiber access may have a positive impact on local businesses and economic development.

The final consultant report will be based on King County and their partner's specific circumstances, unique issues relating to the ERC (e.g., right-of-way, easements), and the consultant's knowledge of the experiences, best practices, and results of similar initiatives in other communities.

Scope of Work

Project Tasks

Following a kick-off meeting with selected stakeholders to discuss and establish the goals and schedule for the business case, the consultant will review any relevant maps, studies, documents, or data that the stakeholders can share with us. The review will focus on understanding the long-term vision, use cases, construction feasibility and cost, opportunities for regional collaboration and revenue opportunities.

Appendices

Based on this initial information gathering, the consultant will proceed with the primary project tasks—a series of interrelated steps that will be conducted in parallel.

Task 1: Conceptual Fiber Route

Establish a clear definition of the broadband technical and capacity requirements that the project will address, along with an engineering evaluation of options for constructing fiberoptic communications infrastructure in the ERC.

In-person and on-site discussions with representatives of King County and other stakeholders will be required to help identify the infrastructure and other geographical considerations for constructing fiber in the ERC. The consultant will develop a fiber plan (i.e., a map illustrating the potential “start and end points” or placement of fiber throughout the corridor), a conceptual design, and a budgetary cost estimate for the fiber construction. Note that not all owners may allow or support overhead fiber unless it can be placed on existing poles. In most cases, overhead will be prohibited.

Among the issues the consultant will address are options to build fiber in the public rights-of-way (e.g., utility poles, conduits); the cost to construct fiber optic cabling in the right-of-way; and the regulatory and permitting costs required for construction, restoration of any trail amenities that might be disturbed during construction, and any other considerations such as geography or proper care for wetlands.

The primary focus of a conceptual design will be to estimate the total costs of constructing fiber in the corridor that meets the project requirements. This cost is expected to be at least 85% accurate.

In this task, in-person and on-site discussions with representatives of King County and other stakeholders, will be required to help identify the infrastructure and other geographical considerations for constructing fiber in the ERC. The consultant will develop a fiber plan (i.e., a map illustrating the potential “start and end points” or placement of fiber throughout the corridor), a conceptual design, and a budgetary cost estimate for the fiber construction.



Appendices

Task 2: High-Level Construction Funding/Business Model

The consultant will develop a business case analysis and high-level description of multiple business models that enable both successful construction and ongoing utilization by the partners and public and private sector users.

Possible partners in the cost of the build project include all owners, PSE, Sound Transit, the Community Connectivity Consortium, The Pacific Northwest Gigapop, the University of Washington, the State of Washington, local and national communication providers, technology companies, and more.

The proposed business model(s) will reflect an understanding of the owner's and stakeholder's goals to enhance King County's economic growth and job creation, in addition to projecting private sector interest in developing this infrastructure.

Business models should focus on reducing the cost of the build itself through effective partnering and on cost recovery model over time.

Throughout this task, the consultant will focus on developing the cost and revenue inputs for fiber construction analysis. This will include an analysis of the primary strengths and weaknesses of the ERC as a communication corridor – is it superior to other reasonable options, and what are the barriers and challenges to building fiber facilities on the corridor?

Reports and Resources Available

A full physical/visual tour of the corridor will be provided. King County will provide an ERC assessment report of conditions in the King County-owned areas of the ERC. Kirkland will provide similar information as well as the current Master Plan for the portion of the corridor that Kirkland owns. Technical information in the reports and maps and the results of the visual survey may drive further physical evaluation of features such as road-crossings that would bear on a fiber optics build in the ERC. This available information may reduce/eliminate the need to solicit outside assistance to address these topics as part of a business case report.

Fees

Funds have been reserved for this work. There will be no statement of a specific budget. Interested parties are encouraged to submit competitive and effective fixed-cost proposals. Vendors will be selected based on a combination of their relevant experience, project plan, proposed costs, and sample deliverables.

Appendices

Fees and expenses will be paid monthly with the exception of a 25% holdback which will be due 45 days after acceptance of the report.

DELIVERABLES

The final deliverable will include:

- ▶ Assumed broadband technical and capacity requirements;
- ▶ Construction cost estimates;
- ▶ A fiber plan (aerial/underground route map) including the cost for varying amounts of fiber build and identification of physical limits to the size of the build;
- ▶ A list of strategic points of presence such as the Westin, Sabey, and KCRECC;
- ▶ A business case analysis describing the necessary criteria and conditions to successfully complete the build;
- ▶ A description of possible business models and options and an analysis of construction funding.

A list of plausible partners including some indication of actual interest and materials that may be used to determine actual interest.

The deliverable will be in the form of a written report which includes a clear and concise narrative supported by charts, tables, graphics, and maps, as appropriate.

The consultant will provide the County and its stakeholders with an electronic draft of its report for initial review. The consultant will incorporate feedback and edits from reviewers within two weeks of receipt, and will deliver an electronic version of the final report.

The report must be accepted by the project team for final payment to occur.

The consultant will also present results at up to five meetings.

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, City of Kirkland

Address: City of Kirkland
Information Technology
123 5th Avenue
Kirkland, Washington 98033

E-mail: bcooper@kirklandwa.gov

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	March 23rd
Vendor Questions (if any) and letter of intent due	April 5th
Answers to RFP Questions Released	April 18th
Proposal responses due	April 30th
Finalists selected	May 14th
Vendor interviews if needed (please reserve this date)	May 24 th and 25th
Vendor selection	June 8th

This work is expected to begin within thirty days of contract signing and to complete within 90 to 120 days of signing.

LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by April 5, 2018. An email attachment sent to bcooper@kirklandwa.gov is acceptable. The letter must identify the name, address, phone, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP. Questions are due on this same day, and may come in with the letter of intent.

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. Those providing a letter of intent will also be notified of any addenda that are issued.

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

Those who choose not to provide a letter of intent will be responsible for monitoring the City's purchasing webpage for any addenda issued for this RFP.

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. (PST) by April 5th 2018. 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@kirklandwa.gov is fine. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 4:00 p.m. on April 5th, 2018.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

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>Proposals must be received by the Purchasing Agent no later than April 30th, 2018 at 4 p.m. (Pacific Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must be time stamped as received by Kirkland's system by 4:00 p.m. Emailed proposals must be in either MS Word or PDF format and cannot exceed 20MB. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the vendor's proposal, in its entirety, must be received as specified above. If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope to the address listed below. The City will not accept facsimile.
Address for Submission:	City of Kirkland Attn: Purchasing Agent Eastside Rail Corridor Feasibility Study Job#12-18-IT 123 5th Ave Kirkland, WA 98033 purchasing@kirklandwa.gov

EVALUATION PROCEDURES

The RFP coordinator and members of the project team will evaluate proposals.

The evaluators will consider how well the vendor's proposed methodology and deliverables meet the needs of the City and its partners 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 and its partners select the vendor with the best combination of attributes, including price, based on the evaluation factors.

Vendors should be prepared to make an oral presentation as part of the evaluation process. The City anticipates that will require a subset of finalist vendors make a presentation to a selection team, although the City reserves the right to award without presentations.

The City reserves the right to reject any or all proposals. The City reserves the right to request more information for clarification.

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 Supplier Information
- 5) Scope of Services
- 6) Price Proposal
- 7) Customer Reference
- 8) Key Project Staff Background Information

NOTE: In addition to the included forms, vendor must provide at least two examples reports from previous similar work. Sensitive customer information may be redacted if necessary.

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
2. If applicable, use 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.
4. Please create a table of contents with page numbers.
5. Delete instructions from each form.
6. When your proposal is finished, refer to the proposal submission instructions in this document.

Submission Format

The proposal must be submitted in the specific Form sequence noted below.

Please create a Table of Contents with page numbers.

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
 - Non-Disclosure Agreement
 - Professional Services Agreement

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.

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

Appendices

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

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

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City and its Partners to contract with a private supplier. All supplier representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

Appendices

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE

OTHER NOTES:

Appendices

RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section # or Form, Page #	Exception Describe the nature of the Exception	Explanation of Why This is an Issue for You	Your Proposed Alternative to Meet the Needs of the City
1				
2				
3				
4				
5				

FORM 4: GENERAL SUPPLIER INFORMATION

Use this form to provide information about your firm.

Please note that Form 4 has a section for the Supplier’s information and a separate section that needs to be completed if the Supplier is using a 3rd party implementation partner, systems integrator or VAR to provide implementation, training and/or other professional services related to this RFP.

Form 4 – General Supplier Information

Proposing Supplier Information	
1. Contact Information	
▪ Company Name	
▪ Name and Title of Contact Person	
▪ Company Address	
▪ Phone	
▪ Email Address	
▪ Company Website	
2. Regional Offices and Staff	
▪ Describe whether your organization is local, regional, national or international.	
▪ Regional office servicing this engagement	
▪ Describe the range of services provided by the office servicing the engagement and # of employees.	
3. Company Information	
▪ Briefly describe your company and the characteristics that set your company apart.	

Appendices

<ul style="list-style-type: none"> ▪ Briefly describe how you will meet our requirements and maximize our return on investment. 	
<ul style="list-style-type: none"> ▪ Year Founded 	
<ul style="list-style-type: none"> ▪ Private vs. Public (Listing Exchange and Listing Code) 	
<ul style="list-style-type: none"> ▪ Fiscal year end 	
<ul style="list-style-type: none"> ▪ Revenue: Current Year 	
<ul style="list-style-type: none"> ▪ Revenue: Prior Year 	
<ul style="list-style-type: none"> ▪ Net Income/Loss: Current Year 	
<ul style="list-style-type: none"> ▪ Net Income/Loss: Prior Year 	
<ul style="list-style-type: none"> ▪ Parent Company (If separate) 	
<ul style="list-style-type: none"> ▪ Describe parent company's relationship with the proposing party. 	
<ul style="list-style-type: none"> ▪ Genealogy of Organization (Changing business, name changes, acquisitions/mergers, etc.) 	
<ul style="list-style-type: none"> ▪ Describe if your organization is international, national, regional or local. Please explain. 	
<ul style="list-style-type: none"> ▪ Disclose any recent litigation (and outcomes) and litigation currently underway. 	
<p>4. # of Supplier Employees</p>	
<ul style="list-style-type: none"> ▪ Total Worldwide 	
<ul style="list-style-type: none"> ▪ Total in U.S. 	
<ul style="list-style-type: none"> ▪ # of full-time employees in: <ul style="list-style-type: none"> - Sales - Implementation and training - Customer service - Technical/Development - Administrative ▪ - Other (note relevant staff): 	
<p>5. Company Qualifications</p>	

Appendices

<p>Three or more years of related 3rd Party QA experience. Briefly describe.</p>	
<p>6. Experience working with cities of our size. Briefly describe.</p>	
<p>7. Contract Termination for Default Please list all incidents in the past 5 years in which you have had a contract terminated for default. Termination for default is defined as notice to stop performance due to your non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined you to be in default. Please provide:</p> <ul style="list-style-type: none">• Full details of all terminations for default• The other party's name, address and telephone• Your position on the matter	
<p>8. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc. Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason) Please provide:</p> <ul style="list-style-type: none">• Full details of all such terminations• The other party's name, address and telephone• Your position on the matter	

FORM 5: SCOPE OF SERVICES

[Please provide one or two options on how your firm might approach this project, what final product would be submitted, and how much it would cost. Limit your response to a maximum of ten pages per option.]

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

FORM 6: PRICE PROPOSAL

[The Proposal must contain a fee schedule that includes estimated hours, rates, and overall price.

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

FORM 7: CUSTOMER REFERENCES

[Using the tables below, **please list five customers whom you have provided services relevant to this RFP over the past two years. At least two references should be in the public sector.** 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			
Email			
Project Description			
Customer Size	Start Date	End Date	Contract amount

FORM 8: 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	
Skills and qualifications for the project position.	

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 KMC 3.85.200 and 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.

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms, 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. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Appendices

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.

E. Acceptability of Insurers

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

Appendices

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and a copy of the amendatory endorsements 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.

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: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

Eastside Rail Corridor Feasibility Study

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

I. SERVICES BY CONSULTANT

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

II. COMPENSATION

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

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services

ATTACHMENTS

completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

ATTACHMENTS

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

IX. HOLD HARMLESS/INDEMNIFICATION

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

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ATTACHMENTS

2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

C. **Other Insurance Provisions**

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

ATTACHMENTS

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

ATTACHMENTS

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____