



# **City of Kirkland**

**Request for Qualifications**

**Lead Generation Services**

**Job 04-18-CMO**

**Issue Date: February 8, 2017**

**Due Date: February 28, 2018 – 3:00 p.m. (Pacific Time)**

## **REQUEST FOR QUALIFICATIONS**

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

### **Lead Generation Services**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **February 28, 2018 will not** be considered.

A copy of this Request for Qualifications (RFQ) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City."

The City of Kirkland reserves the right to reject any and all submittals, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

A firm response that indicates that any of the requested information in this RFQ will only be provided if and when the firm is selected as the apparently successful firm is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland 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, the firm 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; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this February 8, 2018**

Greg Piland  
Purchasing Agent  
425-587-3123

## **Innovation Triangle Profile**

Launched in 2016, the Innovation Triangle ([www.innovationtriangle.us](http://www.innovationtriangle.us)) is a partnership of the cities of Redmond, Bellevue, and Kirkland. The representatives of the Innovation Triangle are the economic development departments of the cities of Kirkland and Bellevue. OneRedmond is a private-public partnership for economic and community development and represents the City of Redmond's interests in the Innovation Triangle. The Port of Seattle helps to support the work of the Innovation triangle through its economic development grant funding activities.

The three partner cities are suburbs of Seattle, WA, and share borders. They are located east of Lake Washington and approximately 10 miles east of downtown Seattle, WA. The combined population of the three partner cities is almost 300,000.

The purpose of the Innovation Triangle is to collectively market the three cities for business recruitment in six technology sectors. They include commercial space, interactive media (including gaming, virtual and augmented reality), cloud computing, big data, e-commerce, and enterprise software.

Partner cities share a unique set of assets that make the region competitive for new ICT business investment. These include an unparalleled concentration of engineering talent and global technology leaders, cultural diversity, vibrant suburban and urban centers and the unique Northwest lifestyle.

The Innovation Triangle is a national leader in the knowledge economy. The talent pool here has a depth and breadth unmatched anywhere in the U.S.

- 62% of adults possess Bachelor's Degree or above
- 30% of residents born outside of the U.S.
- 54,600 software publishing workers
- 99,100 information and communications technology workers

Technology, data science, and engineering are the leading business drivers in the Innovation Triangle, and powered economic output of nearly \$48 billion in 2013, making it one of the most dynamic regional economies in the U.S. Its size ranks above Durham, North Carolina, Boulder, Colorado, and Charleston, North Carolina.

## **Project Scope**

The Innovation Triangle is searching for an organization or company experienced in conducting lead generation for economic development organizations. This organization or company must be able to show proof of a comprehensive lead generation process that emphasizes the identification of investment prospects in the high technology sectors targeted by the Innovation Triangle. Businesses considering either foreign direct investment or domestic investment are considered equally desirable; there is no preference for one over the other.

In 2018 the Innovation Triangle will launch its Soft Landing Program to help businesses establish themselves in the Innovation Triangle. To that end, a Soft Landing set of resources has been developed in the form of a Company Relocation Guide. It describes resources for office space, relocation assistance, translation/interpretation services, legal, and business registrations and licenses. Making leads aware of this guide and the availability of Innovation Triangle staff to serve as facilitators for companies considering doing business in the

Innovation Triangle is important.

The role of the consultant will be to front load this effort with leads, and to support the entirety of the Innovation Triangle recruitment activities.

### **Deliverables**

- Contractor will identify site selection consultants/company decision-makers of twelve (12) small to large-sized companies, who have a stated interest in expanding or relocating their business to the Innovation Triangle within the next twenty-four (24) months.
- All leads generated will focus on the high technology industry sectors listed above.
- Contractor will make effective use of Innovation Triangle marketing materials to generate interest among prospective leads, including marketing the Company Relocation Guide.
- Contractor will provide the Innovation Triangle staff with comprehensive lead information to facilitate productive interactions. Such lead information should include, but is not limited to, name of firm, business representatives (including contact information and title) as well as a summary of the company (including the size, nature of work, etc.).
- Contractor will develop methods, procedures, systems and training for Innovation Triangle staff to follow for future lead generation efforts.

### **Project Budget**

The estimated cost range for this project is approximately \$25,000. The City will negotiate fees with the apparent successful proposer after considering qualifications and making a selection based on those qualifications and project understanding.

### **Proposal Requirements**

Address the following topics in a 10-page (or less) proposal. Please submit additional information or sample materials where relevant, including case statements and training material (not included in the page limit).

- Project understanding and methodology
- Qualifications/expertise of the firm
- Qualifications of proposed project manager and project team including resumes of team assigned to the project
- Approach to the project, highlighting process to be used, components and expected deliverables
- Proposed project timeline
- Proposed project budget
- Examples of past work completed that represent the type of work expected to be provided in response to this RFQ

- Contact information for three references

**Selection Process**

The Innovation Triangle partners shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine which firms should be contacted for interview by the team.

Selected firms will be invited for an interview (either in-person or via conference call) with the evaluation team to discuss the proposal and to answer specific questions. The purpose of the interviews will be to evaluate the experience and fit of the firms and to clarify and assure understanding of the requirements of the contract. Staff that will be designated on the project should be available during the week of March 5-7, 2018, to take part in the interview process.

**Evaluation Criteria**

- Expertise of the firm and project team 0-40 points
- Proposed methodology and its applicability to the project scope 0-25 points
- Project components, timeline and deliverables 0-15 points
- Past performance and references 0-10 points
- Interview 0-10 points

**Contract Requirements**

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

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by tasks). If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

**Estimated Schedule**

Issue Request for Qualifications.....	February 8, 2018
Questions/Clarifications due.....	February 15, 2018
Answers Provided By.....	February 20, 2018
Proposals due.....	February 28, 2018
Evaluation of proposals.....	March 1-2, 2018
Interviews conducted with finalists.....	March 5-7, 2018
Announce decision.....	March 8, 2018
Desired project close out.....	June 1, 2018

The City reserves the right to revise the above schedule.

**Questions**

Upon release of this RFQ, all Vendor communications concerning the RFQ should be directed to the City’s RFQ Coordinator listed below. Unauthorized contact regarding this RFQ with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Firms should rely only on written statements issued by

the RFQ Coordinator. The City's RFQ Coordinator for this project is:

**Name:** Ellen Miller-Wolfe, Economic Development Manager  
**Address:** City of Kirkland, Economic Development  
123 5<sup>th</sup> Avenue, Kirkland, Washington 98033  
**E-mail:** [emwolfe@kirklandwa.gov](mailto:emwolfe@kirklandwa.gov)

### **Proposal Submittal Instructions**

Proposals must be received by no later than **3:00 pm PDT on February 28, 2018.**

We prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #04-18-CMO" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland  
Attn: Greg Piland – Job #04-18-CMO  
123 5th Avenue  
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, "Lead Generation Services RFQ". The supplier's name and address must be clearly indicated on the envelope.

### **General RFQ Information**

Submission of the proposal will signify the firm'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 firm.

### **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 firm agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the

“Proprietary Material Submitted” section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.



## PROFESSIONAL SERVICES AGREEMENT

Sample

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

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

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

### **II. COMPENSATION**

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

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

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

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

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

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

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

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

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

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

#### **VII. SUCCESSORS AND ASSIGNS**

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

#### **VIII. NONDISCRIMINATION**

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

possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

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

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

## **X. LIABILITY INSURANCE COVERAGE**

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

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

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

**C. Other Insurance Provisions**

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

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

**F. Occurrence Basis**

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

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

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

**XII. FUTURE SUPPORT**

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

**XIII. INDEPENDENT CONTRACTOR**

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

**XV. ADDITIONAL WORK**

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

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

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

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_