



City of Kirkland Request for Proposal

Geographic Information System Senior-Level Project and Technical Management Services

Job # 01-19-IT

Issue Date: January 4, 2019
Due Date: 4 p.m. (Pacific Time), January 30, 2019

REQUEST FOR PROPOSALS

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

Geographic Information System Senior-Level Project and Technical Management Services

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

Proposals received later than **4:00 PM, January 30, 2019 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 consultant 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.

Dated this 4th day of January 2019

Greg Piland
Purchasing Agent
425-587-3123

BACKGROUND

The city GIS system is based on ESRI products including mobile, desktop, server, Portal, and ArcGIS Online in a Microsoft Windows and Azure environment. Several of the city's major business systems including permitting, maintenance management, and utility billing have direct linkages to the current GIS system. The city also participates in regional GIS efforts such as the eCityGov Alliance, the NORCOM public safety technology initiative, aerial mapping and lidar partnerships, and the Urban Tree Canopy Project. Kirkland is now redesigning its 17-year-old enterprise GIS platform to expand usage by a broad clientele, enabling self-service, value-added applications, location-based intelligence, and streamlined data management, data analytics, and visualization. Kirkland's GIS Program is managed as a division within the city's Information Technology Department and serves all city departments and work groups.

REQUESTED SERVICES

The City of Kirkland is soliciting proposals from experienced individuals or firms to provide senior-level GIS consulting services. These services may include on-site activities one or two days each week. The amount of work varies based on budget and need. Individuals or firms applying must be a "Senior-level project and technical manager" with a minimum of ten years' experience in diverse enterprise GIS implementation, research and overall production quality control assignments. The project timeline will include calendar years 2019 through 2021. Kirkland's enterprise GIS project types include:

- Project Management: in coordination with city staff, manage large enterprise GIS projects and vendors
- Special Projects: for example, fire station siting analysis, demographics, Census 2020 updates, ADA Compliance Plan, etc.
- Data Development: for example, original collection and/or ongoing maintenance of primary enterprise GIS data layers: cadastral, survey control, utility infrastructure, other street and non-street assets, planning-related subjects such as zoning and comprehensive plan land use, data supporting emergency operations, lidar and other terrain-related datasets, urban tree canopy and other related land cover datasets, orthophotography and related photogrammetric datasets, etc.
- System Integration: assist in integrating enterprise GIS with city business systems such as permitting, maintenance management, public safety dispatch/reporting, Intelligent Transportation System, etc.

- Research: support city needs for inventory, documentation, and storage of a variety of records in GIS-compatible format.
- Quality Control: assist staff in achieving established data quality standards in all GIS geodatabase maintenance activities, procedures, and products.
- Geodatabase Architect: assist in architecting enterprise GIS databases in Microsoft Windows and/or Azure environment.

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
Xiaoning Jiang, IT Manager – Spatial Systems, City of Kirkland

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

E-mail: xjiang@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	January 4, 2019
Vendor Questions (if any) and letter of intent due	January 16, 2019 by 5:00 PM PST
Answers to RFP Questions Released	January 18, 2019 by 5:00 PM PST
Proposal responses due	January 30, 2019 by 4:00 PST
Finalists selected	February 5, 2019

Milestone	Date
Vendor interviews if needed (please reserve this date)	February 6 th and 7 th 2019
Vendor selection	February 8, 2019

LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by January 16, 2019. An email attachment sent to xjiang@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 5 p.m. (PST) by January 16, 2019. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to xjiang@kirklandwa.gov is acceptable. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 5:00 p.m. on January 16, 2019.

PROPOSAL SUBMISSION

To be responsive to this solicitation, submittals must conform to the procedures, format, and content requirements outlined in this statement. Submittals not meeting these requirements may be considered non-responsive and disqualified.

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1. Statement of qualifications including relevant project experience in the last five years (5 pages maximum)
 2. Resume(s) (4 pages maximum)
 3. Fee: hourly rate for the position(s) (1 page)
 4. Form 1: Acceptance of Terms and Conditions (2 pages)
 5. Form 2: Non-Collusion Affidavit (1 page)

The submittals shall be on 8-1/2 x 11 sheets, limited to the number of pages noted above (a page is considered one piece of paper printed on one side). Double-sided printing is acceptable. Three copies of bound submittal documents should be provided. Submittals must be received by the city's Purchasing Agent no later than **4:00 p.m., PST, on Wednesday, January 30, 2019**. Late submittals will not be accepted, nor will additional time be granted to any vendor unless it is also granted to all vendors. All submittals and accompanying documentation will become the property of the city and will not be returned.

Address for submission:

City of Kirkland
Attn: Greg Piland, Purchasing Agent
RFP – GIS Senior-level Project and Technical Management Services
123 5th Ave
Kirkland, WA 98033
Purchasing@kirklandwa.gov

EVALUATION PROCEDURES

Selection Process

City staff will conduct an independent evaluation to determine the top three short-listed submittals, and then determine which one best meets the needs of city GIS Program requirements by Friday, February 8, 2019. Interviews may be held but are not required. Proposals shall be scored on the following criteria:

1. Completeness and quality of response
2. Directly relevant GIS experience
3. Hands-on experience working on municipal GIS systems
4. Perceived fit of vendor to project
5. Hourly rates

CONTRACTING

The city's standard professional services agreement (attachment) will be used in negotiations with the selected consultant (s) with a not-to-exceed amount. Individual projects will be assigned on a work order basis with budgets and delivery schedules for each. The city will require monthly status reports and technical work sessions to track progress and to ensure successful project outcomes. If the city and the selected vendor are unable to agree on the terms and conditions of the professional services agreement, the city will terminate negotiations and the next most suitable vendor will be contacted for contract negotiations.

The city may waive any informalities or irregularities in the submittal and reserves the right to accept, reject or negotiate any or all submittals, including the right to award the contract in whole or in part if it is deemed in the city's best interests. The city shall not be liable for any cost incurred by consultants in responding to this solicitation

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. Proposals shall be valid for 180 days following the submission deadline.

The City may at its discretion select one or multiple consultant to fulfill the work described in the RFP.

If the selected vendor fails to sign the contract within ten (10) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.

The initial contract term shall be for a duration of three years. At the City's option, two additional one-year extensions shall be allowed for a maximum contract length of five years.

NOTIFICATION

Each respondent will be notified in writing as to the outcome of the selection process by Monday, February 11, 2019. The city may delay this action if it is deemed to be in the best interest of the city.

BUSINESS LICENSING

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

PUBLIC RECORDS

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights 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 state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 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 page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

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.

ACQUISITION AUTHORITY

This request for proposals and professional service acquisition are authorized pursuant to KMC 3.85.110

FORM 1: 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 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 1: 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	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE

OTHER NOTES:

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				

Attachment A: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

Geographic Information System Senior-Level Project and Technical Management Services – 01-19-IT

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 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

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.

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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.

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 of 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 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: _____