

**City of Kirkland
123 5th Avenue
Kirkland, Washington 98033**

**REQUEST FOR PROPOSALS (RFP)
Document Scanning Services
JOB NO. 08-16-PB**

Release Date January 25, 2016

Proposals shall be accepted until 3:00 PM PST, February 17, 2016 at:

**City of Kirkland
Attn: Purchasing – Job # 08-16-PB
123 5th Avenue
Kirkland, WA 98033**

**City of Kirkland
Request for Proposals
Document Scanning Services**

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of 83,460, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington. (King County includes the City of Seattle and has a population of 1.8 million.)

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city's 2015-2016 final budget is 584 million. The city employs over 540 regular employees. The City of Kirkland is seeking the professional assistance of qualified firms to digitize building department permit records for uploading to the current permitting system, EnerGov.

Purpose and Objective

The City of Kirkland requests the services of a qualified document imaging company to scan approximately 88,750 building permit records. These records are currently located at 123 Fifth Avenue, Kirkland, WA. All records will be picked up by the vendor and transported to their facility for scanning/converting purposes. Upon completion of the project, all records will either be logged and destroyed according to the WA State Archives specifications, or returned to the address listed above. The budget for this project is \$200,000 for 2016. It is anticipated that additional funding will be available in the 2017 budget for project completion.

Scope of Services

Specifically, the City requests a qualified vendor to provide the following services:

- Scanning of approximately 80,000 letter-sized permit envelopes with an average of 9 pages per envelope.
- Scanning of approximately 8,750 construction drawing-sized plans with an average of 20 sheets per plan.

In addition, the scope of work shall include:

- Scanning needs to be done in accordance with the guidelines and standards set forth in Washington Administrative Code (WAC) *Chapter 434-663, Imaging Systems, Standards for Accuracy and Durability*.
- Document preparation to include separation of documents from their envelopes or bindings prior to scanning. The records need to be rebound in their correct order prior to returning them to the City.
- Document size is a mix of 8 ½" x 11", 11" x 17", 24"x 36", and 32"x 40".
- Documents contain a mix of single-sided and double-sided pages.
- Documents contain a mix of black & white and colored pages.
- Some documents are over thirty years old and are in varying condition. These records are archival and need to be handled with care.
- The firm's approach to protecting these documents and for establishing accountability in regards to the care and integrity of the documents.

- Provide estimate of percentage of work completed by August 31, 2016 for budgetary planning purposes.
- Scanned documents must be viewable in PDF format at a minimum of 300 dpi.
- Each scanned document must be scanned using Optical Character Recognition (OCR) wherever possible to allow for future full-text searches using the City's document management system.
- Each scanned document must be saved electronically as an individual file referencing the permit number and record type in its title.
- While certain types of records must be sent back to the City of Kirkland, the rest of the scanned records should be logged and destroyed following WA State Archives rules and specifications. The vendor will participate in training(s) to recognize record types and to distinguish which records to retain and which to destroy.
- Periodic review of the work will be conducted to evaluate progress and quality.

Proposed Timeline

Timeline dates are tentative and may be changed to meet the City's needs.

Jan. 25, 2016	Issue RFP for the document scanning services.
Feb. 10, 2016	Final day for submitting written questions for the RFP.
Feb. 12, 2016	City provides answers to all questions submitted by Feb. 10.
Feb. 17, 2016	Proposals due by 3:00 pm PST.
Feb. 25, 2016	Complete evaluation of the proposals and vendor reference checks.
Feb. 26, 2016	Vendor and City commence contract execution.

Questions

All questions are to be addressed to the project manager (see below). All questions must be submitted in writing prior to 5:00 pm PST, February 10. All questions and answers will be provided directly to those who have expressed an interest in submitting a proposal for this project. Questions and Answers will also be posted to the City's "Request for Proposals" webpage at 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." Contact the Project Manager if you'd like to schedule a site visit for document examination.

Project Manager

Project Manager is: Stephanie Day, Business Analyst.
 City of Kirkland – Building Division
 123 Fifth Avenue
 Kirkland, WA 98033
 E-mail: sday@kirklandwa.gov

Proposal Submittal Instructions

Proposals must be received by no later than **3:00 pm PST on February 17, 2016.**

We encourage that proposals be submitted by email. Emailed proposals should include "Proposal-Job #08-16-PB" in the subject line and be addressed to: purchasing@kirklandwa.gov.

(Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

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

City of Kirkland
Attn: Barry Scott – Job #08-16-PB
123 5th Avenue
Kirkland, WA 9803

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: Document Scanning Services RFP. The vendor's name and address must be clearly indicated on the envelope.

Proposal Requirements

The sections and appropriate information described below must be included with any proposal.

SECTION A: Company/Product Information

This section will provide information about the vendor/company. Hereinafter vendor and company will have the same meaning.

SECTION B: Scope

A brief description of the firm's proposed approach to this project, including equipment and methods used and a project timeline/schedule. The vendor should also be able to describe efforts taken to protecting these documents and for establishing accountability in regards to the care and integrity of the documents.

SECTION C: Costs

In this section, the vendor is to detail all of the costs associated with the services requested in this RFP.

SECTION D: References

References are to be organizations that wherever possible include organizations that have utilized a similar scope of services within the past year.

SECTION E: Interviews

If necessary, the City may conduct interviews as part of the final selection process. Interviews will be scored separately.

Evaluation Criteria

Proposals will be evaluated according to the following criteria, listed in order of importance:

1. Specialized experience and technical competence of the vendor and its personnel, considering the type of services required. Recent experience and expertise with similar projects.
2. Proposed cost to perform the work.

3. Capacity to perform the work within a reasonable timeframe, considering the firm's current and planned workload.
4. Ability to conform to the Washington Administrative Code (WAC) 434-663, *Imaging Systems Standards for Accuracy and Durability*.
5. Past record of performance on contracts with Kirkland, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, and other management and attitudinal considerations.

Component	Score
Responsiveness to RFP instructions	5 points
Experience and Competence	40 points
Proposed Cost	25 points
Ability to meet the schedule	10 points
References (Minimum of 3)	15 points
Unique Features	5 points
Total	100 points

Contract Requirements

The successful Vendor will be required to enter into a contract with the City substantially similar to Attachment A.



PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

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 \$200,000, 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 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 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: _____
Marilynne Beard, Deputy City Manager

Date: _____

Date: _____