

**Request for Proposal**

**Project Management Services for  
Selection and Replacement of Permitting System**

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**CITY OF BURIEN**



PROPOSAL REQUEST FOR PROJECT MANAGMENT SERVICES  
FOR SELECTION AND REPLACEMENT OF THE PERMITTING SYSTEM

AT CITY HALL

400 SW 152<sup>ND</sup> STREET, SUITE 300

BURIEN, WA 98166

Issue Date: January 15, 2020

Due Date: February 5, 2020

## Request for Proposal

### Project Management Services for Selection and Replacement of Permitting System

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#### REQUEST FOR PROPOSAL

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

Project Management Services for  
Selection and Replacement of the Permitting System

The work to be performed is project management services for the City of Burien located at 400 SW 152<sup>nd</sup>, Suite 300, Burien, Washington 98166. Any vendor providing services under this contract shall comply with all federal, state, county and city codes or regulations applicable to such work.

Detailed information, including general terms & conditions, requested services, and requirements, is available at Burien City Hall, 400 SW 152<sup>nd</sup> Street, Suite 300, Burien, WA 98166, or by calling (206) 439-3168, or by e-mail to: [FernandoL@burienwa.gov](mailto:FernandoL@burienwa.gov).

The City of Burien reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposal ("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.

City of Burien is an Equal Opportunity and Affirmative Action Employer.

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### 1. General Information

#### 1.00 Introduction and Background

The City of Burien seeks proposals for project management services for selection and replacement of the City's permitting system used by the City of Burien, located at 400 SW 152<sup>nd</sup>, Suite 300, Burien, Washington 98166.

The City currently uses a system from Harris Computer Systems called Cityview. While the software is generally adequate, it has numerous shortcomings that limit the ability to: enhance our customer service through transparency, streamline our review processes amongst other departments and stakeholders, improve our reporting and analytical ability, manage project documents and public records, and integrate with GIS and other enterprise systems.

These shortcomings also affect the City's usage of enhancements in MyBuildingPermit.com (MBP), a regional self-service portal that allows customers a one-stop shop for permits from numerous jurisdictions. Because of the lack of integration, customers are not able to take full advantage of the MBP portal such as online plan submittal and electronic plan review.

The City is also undergoing major technology initiatives which includes migrating to a new Electronic Content Management (ECM) system Laserfiche, moving to the cloud and Microsoft Office 365, establishing an on premise Esri ArcGIS Portal environment, upgrades to our financial system Tyler Munis, processing changes in Business Licensing by moving to the Washington State Business License System (BLS), and security enhancements to include implementing multi-factor authentication (MFA). The implementation of the new permit system should be in line with these initiatives in regards to scheduling and coordination.

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#### 1.01 Communications

All vendor communications concerning this information request should be directed to Fernando Llamas Jr. Any oral communications will be considered unofficial and nonbinding to the City of Burien ("City").

Name: Fernando Llamas Jr  
Susan Mclain

Address: 400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

Telephone: 206-241-4647

E-mail: [FernandoL@burienwa.gov](mailto:FernandoL@burienwa.gov)

#### 1.02 Preliminary Schedule

*These dates are estimates and are subject to change by the City.*

Event	Date
Release RFP to Project Mgt Services Vendors	1/15/20
Proposal responses due	2/5/20
Interviews with finalists	Starting week of 2/24/20
Contract Execution with selected firm	Beginning 4/1/20

#### 1.03 Response Format

Proposals should be prepared simply and provide a straightforward summary of information to satisfy the requirements of the Request for Proposal ("RFP").

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#### 1.04 Completeness of Proposal

The vendor must attach the Proposal Form (Form 1) signed by a vendor representative authorized to bind the proposing vendor contractually. This statement must identify any exceptions that the vendor takes to the City's RFP, or declare that there are no exceptions taken to the RFP.

#### 1.05 Proposal Response Date and Location

Proposals must be submitted to Burien City Hall, 400 SW 152<sup>nd</sup>, Suite 300, Burien, Washington 98166, no later than 5:00 p.m. on February 5<sup>th</sup>, 2020. All proposals and accompanying documentation become the property of the City and will not be returned.

#### 1.06 Vendor's Cost to Develop Proposals

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.

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## 2. Terms and Conditions

### 2.01 RFP Amendments

The City reserves the right to request that a respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

### 2.02 Rejection of Proposals

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.

### 2.03 Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that its proposal and the content are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between the City and the successful vendor.

### 2.04 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 RFP becomes a public record upon submission to the City, subject to mandatory disclosure upon request, unless the documents are exempted from public disclosure by a specific provision of the law.

### 2.05 Business License and Taxation

The Vendor awarded the Contract will be subject to City of Burien Business License and Business and Occupation Taxes as presented in the Burien City Code. Questions about the City's Business License or taxes should be directed to City Hall at (206) 241-4647.

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#### **2.06 Insurance Requirements**

Selected Vendor will comply with the insurance requirements as listed in the Sample Contract, Exhibit "B".

#### **2.07 Equal Opportunity Requirements**

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

No Vendor in performance of this Agreement will discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

#### **2.08 Other Compliance Requirements**

In addition to compliance requirements listed above, the Vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work.

#### **2.09 Hold Harmless**

The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Vendor's failure to provide worker's compensation coverage or liability coverage.

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## 3. Requested Services

### 3.01 Timeline

The City anticipates the service period is scheduled to begin in April 2020 up to the final implementation and project closure of the replacement permitting system. There will be an option to renew for an additional term based on the needs of the City to support the new system.

### 3.02 Cost Estimates

Provide an all-inclusive estimate of the cost to complete all tasks identified in Section 3.03 – Scope of Services inclusive of Exhibit A - Project Goals for the Permitting System Replacement.

### 3.03 Scope of Services

Responsibilities:

- Vendor shall assess all previous documentation related to the existing system and identify past, current, and forecast new system and business requirements.
- Vendor shall work with City staff to document current and new business processes. All resultant documentation will be the property of the City.
- Vendor shall draft a request for proposal along with justifiable selection criteria for the replacement of the system.
- Vendor shall coordinate, manage, and participate in all stages of system implementation of the chosen replacement of the permitting system.
- Vendor shall use best practices and project management standards when providing services throughout implementation of the replacement permitting system.
- The Vendor shall establish consistent discovery and update meetings with City staff and implementation team. All of the meetings shall be performed during the City's regular working hours between 8:00 a.m. to 5:00 p.m., Monday through Friday.
- Vendor shall furnish all labor, supervision, equipment and other necessary supplies to perform the services as specified in this document.
- The Vendor shall provide to the City Contract Administrator, a list of employees and subcontractors who will perform work related to this contract as needed.



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- The Vendor shall ensure that all employees assigned to the project comply with all federal, state, county and city regulations and practices.
- The Contract Administrator or appointed representative shall inspect work performed by the Vendor on a regular basis.
- The Vendor and his/her employees may not use City property unless given permission by an authorized City representative.

#### 3.04 **Desired Qualifications:**

Consultants responding to this RFP should have extensive experience in the following areas of expertise or prepare to engage with a sub consultant to meet the project requirements:

- Experience with a diverse range of permitting systems and related technologies
- Utilize project management best practices and meet project deadlines
- Worked with other similar government entities related to permitting systems

#### 3.05 **Proposal Requirements:**

Each proposal should provide the following information:

**a. Name and address(es) of the firm.**

This should also include any parent companies, branch offices, or associated sub-consulting firms who will participate in performing the work.

**b. Summary of the scope of work.**

Provide a narrative description of your firm's interpretation of Burien's project intent. Provide details for each phase, including a schedule and anything that may be required from the city to accomplish the task.

**c. Statement of qualifications.**

- i. Include information on the firm's/ team's structure, qualification and experience including:
- ii. Name of lead persons with titles and general project responsibilities
- iii. Names of all sub-consultant personnel and general project responsibilities
- iv. Identify the project manager who will have overall responsibility for the project and the lead personnel with titles who will be primarily responsible for and involved with this project.
- v. Proposed responsibilities and activities of each lead person on this project

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- vi. Names and qualifications of staff members who would be working on this project, as well as any concurrent projects and their associated time commitment.

**d. Similar project examples.**

Provide descriptions of three (3) similar projects completed by your firm. The project descriptions should include the following:

- i. Summary of the background and experience of the firm relative to the project
- ii. Summary of the consultant team's experience, expertise and demonstrated success with similar projects.

**e. Project Approach and Methodology**

Consulting teams proposed approach to complete the project goals as described including:

- i. Process to develop methodologies for selection of permitting software and implementation steps
- ii. Cost efficient strategies to accomplish tasks and complete the project

**f. Project cost and schedule analysis.**

Prepare a schedule and cost estimate with a detailed breakdown for each phase within the Scope of Work.

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#### 3.06 Evaluation Criteria:

Pursuant to State and Federal regulations, a qualifications-based selection process will be used to select a consultant/ consultant team for this project. The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria (receives the highest score) as determined by the City's selection committee. Consultant interviews may be required for final selection. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement. See Exhibit B for a sample contract. The following information will be used to evaluate and rank responses:

<b>Proposal Evaluation Criteria</b>	<b>Weight</b>
Demonstration of thorough understanding of project scope as identified by the City	30
Project experience (on public projects of similar size and nature)	35
Experience of project manager and significant team members	20
Overall quality content and responsiveness to RFP	15
<b>Total</b>	<b>100</b>

#### Interviews:

Following initial evaluation of the consultant's statement of qualifications, the highest ranking firms may be invited to participate in the interview process. The City will notify proposers as soon as possible for scheduling of interviews, if conducted. Additional interview information will be provided at the time of the invitation.

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#### 4. Contract Award and Execution

The City of Burien reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. This RFP does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a proposal and statement of qualifications. All such costs shall be borne solely by each submitter.

Furthermore, the RFP does not obligate the City to enter into a contract or proceed with the procurement of the project. The final decision is the sole decision of the City of Burien, and the respondents to this formal request have no appeal rights or procedures guaranteed to them. 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 vendor can offer.

Materials submitted in response to this competitive procurement shall become the property of the City and will not be returned. All submittals received will remain confidential until the completion of the selection and contracting process. Once complete, all submittals are deemed public records and are subject to the applicable Public Records statutes.

The City shall not be bound or in any way obligated until both parties have executed a vendor contract.

The vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City. A sample City contract is provided in Exhibit B.

If the selected Vendor fails to meet the contract requirements or 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 party may incur cost chargeable to the proposed contract before the date of execution of the Contract.

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### Proposal Form 1

To: City of Burien

From: \_\_\_\_\_ (Vendor Name)

\_\_\_\_\_ (Contact Name)

\_\_\_\_\_ (Vendor Address)

\_\_\_\_\_ (City, State, Postal Code)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (Email Address)

1. Response:

The undersigned has read the contract specification and Exhibit A and submits for consideration the following prices and Proposal:

Proposal for all services as defined in Section 3.03 inclusive of Exhibit A - Project Goals for Selection and Replacement of the City's Permitting System.

\$ \_\_\_\_\_

Hourly Rate for additional services requested by City.

\$ \_\_\_\_\_

A price list of additional services offered on an as needed and requested basis may accompany this response.

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

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**Company Information Form 2**

Company Name: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Washington State Business Address: \_\_\_\_\_

Website Address (if applicable): \_\_\_\_\_

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the Proposal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Parent Company (if applicable): \_\_\_\_\_

Home Office Address, Telephone Number and Website Address of the Parent Company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach to this form, and label appropriately, documentation showing that the vendor is organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the vendor is not licensed to do business in the City, then the vendor must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the selected Vendor.

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Client References Form 3

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

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**Exhibit A**  
Project Goals for  
Selection and Replacement of the City's Permitting System

Reasons for the project
Issue permits effectively and efficiently
Provide predictability and transparency on the permitting process to internal and external customers
Fulfill reporting and data obligations to Federal, State, and Local agencies
Provide data, analysis, and reporting for internal City use
Adhere to records retention requirements
Fulfill City 2017-2020 strategic plan for a Dynamic Community and a Strong City Organization

Objectives
Replace the antiquated permitting system with a system that is easy to use and reliable
Streamline and support integration with other City business systems and processes
Leverage the newest data and system technologies available
Evaluate, document, and standardize processes
Increase resiliency through cross training and empowering users



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Scope
Project management services for system selection and implementation
New software and hardware that is tailored to our internal and external communication practices
Identify possible code revisions that result from process evaluations
Data integration with other City systems
Communication and involvement of all stakeholders
Continual user adoption and effective change management
Structured internal decision making and review

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## Exhibit B

### CONTRACT FOR PROFESSIONAL SERVICES

City of Burien and [Name of Contractor]

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city hereinafter referred to as "the City", and \_\_\_\_\_, a company organized under the state of Washington, herein referred to as "the Contractor", whose principal office is located at \_\_\_\_\_.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions,

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.
2. Compensation and Method of Payment. Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of an invoice in a form similar to Exhibit B attached hereto. The total amount to be paid shall not exceed \$\_\_\_\_\_. If the Contractor's invoice, supporting documentation, and reports are not submitted within ninety (90) days after completion of the services, the City shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice; provided, however, the City may elect to pay any invoice that is not submitted in a timely manner. The Contractor shall complete and return Exhibit C, Form W-9 Request for Taxpayer Identification Number, to the City on or before the execution of this Agreement.
3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing \_\_\_\_\_ and ending \_\_\_\_\_ unless sooner terminated under the provisions hereinafter specified.
4. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall become the property of the City upon the City's request whether the project for which they are made is executed or not.
5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Contractor or other

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### Project Management Services for Replacement of Electronic Document Management System (EDMS)

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persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be employees of the Contractor only and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship:

- A. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- B. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- C. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Contractor.
- D. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.
- E. City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- F. The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold the City harmless from such costs, including attorney's fees.
- G. The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- H. The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.
- I. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

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- J. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain adequate insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

6. Indemnification.

Contractor 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 Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. Insurance.

A. Insurance Term

The Contractor 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 Contractor, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage 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.

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2. Commercial General Liability insurance shall be at 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 Contractor'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. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

#### D. Minimum Amounts of Insurance

Contractor 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. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$1,000,000 per claim \$1,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

Contractor 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 Contractor before commencement of the work.

H. Notice of Cancellation

The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

J. City Full Availability of Contractor Limits

If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished by the City evidences limits of liability lower than those maintained by the User.

K. Safeguarding of Personal Information

Contractor shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law.

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Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Contractor shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

Contractor shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of the City or as otherwise authorized by law.

Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Contractor shall make the Personal Information available to amend as directed by the City and incorporate any amendments into all the copies maintained by the Contractor or its subcontractors. Contractor shall certify its return or destruction upon expiration or termination of the Agreement and the Contractor shall retain no copies. If Contractor and City mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

Contractor shall notify the City in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the City.

Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information

8. Access to Data. Upon written request by the City, the Contractor shall provide access to data generated under this Contract to the City as requested, at no additional cost. This includes access to all information that supports findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models
9. Facility Access. The Contractor understands that the City's building entrances may be controlled for access. In order to obtain access to City premises, Contractor may have to be issued a security badge or key. The Contractor shall provide certain information, including valid government-issued photo identification, prior to obtaining a security badge or key when required by the City. The Contractor further understands that the City will collect and retain such information for so long as the Contract is in effect and such individual(s) has access to the premises. The City may revoke the Contractor's access to its facilities at any time. Upon the earlier of termination of the Contract, or suspension or termination of access to facilities, Contractor shall return all security badges and keys.
10. Remote Access to City Network – The Contractor understands that in order to obtain remote access to the City's Local Area Network (LAN), email, or supported computing environments through remote access connection ("Remote Access"), the Contractor must comply with the City's Remote Access policy attached as

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Exhibit D and any other applicable policies or procedures. Prior to being granted access, the Contractor may need to complete and sign the City's Authorization for Access to VPN services form. Remote Access is conditioned upon final approval by the City.

11. Data System Security – The Contractor acknowledges and understands that it may be required to access the City's computer networks in performing work under this Contract and that in providing such access to Contractor, the City places special confidence and trust in the Contractor. The Contractor acknowledges and understands that any access granted by the City to its computer networks shall be limited and restricted. The Contractor warrants that it will perform all work for or on behalf of the City in full compliance industry standards and best practices with respect to (1) any electronic transfer of code or data; (2) prevention of unauthorized access; (3) prevention of any and all undisclosed programs, extraneous code, Self Help codes, unauthorized code, or other data that be reasonable expected to damage data, code, software, systems, or operations of the City's network, system, or data.
12. Protection of City Confidential Information
  - A. The Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with or in performance of this Contract may consist of Confidential Information. The Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than performance of this Contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the City's express written consent or as provided by law. The Contractor agrees to implement physical, electronic, and managerial safeguards, including but not limited to those prescribed by the City to prevent unauthorized access to Confidential Information.
  - B. Immediately upon expiration or termination of this Contract, the Contractor shall, as applicable, at the City's option: (1) certify to the City that the Contractor has destroyed all Confidential Information; or (2) return all Confidential Information; or (3) take whatever other steps the City requires of the Contractor to protect the City's Confidential Information.
  - C. The City reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the Contractor through this Contract. The monitoring, auditing, or investigating may include, but not limited to, encrypting databases.
  - D. In the event of the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the City (Breach), the Contractor agrees to comply with all applicable state and federal statutory provisions. If a data compromise and/or identify theft occurs and is found to be the result of the Contractor's acts or omissions, the Contractor shall assume complete responsibility for notification to affected parties, and be liable for all associated costs incurred by the City in responding to or recovering from the Breach.
  - E. Violation of this section by the Contractor or its subcontractors may result in termination of this Contract and demand for return of all Confidential Information, and/or payment of monetary damages or penalties.
13. Contractor's Proprietary Information. The Contractor acknowledges that the City is subject to RCW 42.56, the Public Records Act, and that this Contract and any related documentation or data may be public record as



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defined in RCW 42.56. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. To the extent consistent with RCW 42.56, the City shall maintain the confidentiality of all such information marked Proprietary Information in possession. If a public disclosure request is made to view the Contractor's Proprietary Information, the City, as applicable, will notify the Contractor of the request and of the date that such records will be released to the requestor

14. Record Keeping and Reporting.
  - A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
  - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.
15. Reports - Printed Copies & Electronic Version. When reports are required to be submitted to the City pursuant to this agreement, Contractor will provide one (1) printed copy to the City and an electronic version. Said electronic version shall be submitted to the City in a computer format compatible with PC software programs in current use by the City (Microsoft Office, AutoCAD, Adobe Acrobat, ESRI ArcGIS, etc.).
16. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Contractor shall permit the City, state and federal agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.
17. Termination. This Agreement may at any time be terminated by either party giving the other party thirty (30) days written notice of the party's intent to terminate the Agreement. Failure to provide products on schedule may result in contract termination.
18. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.
19. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
20. Conflict of Interest.

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- A. Governmental. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.
- B. Contractor. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.
- C. Contractor Employees. The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.
21. Prohibited Use of Funds. None of the funds, material, property or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City council, the Washington State Legislature, the U.S. Congress, or any other legislative body.
22. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
23. Notices. Administrative notices to the City of Burien shall be sent to the following address:

Name of Contract Manager  
City of Burien

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400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Telephone: (206) 248-55XX  
Email: \_\_\_\_\_

Legal notices shall be sent to the Burien City Clerk at the above address.

Notices to the Contractor shall be sent to the following address:

Name  
Title  
Address  
Telephone number:

The point of contact for the Contractor or the person responsible for the contract services is:

Name:  
Telephone Number:  
Fax Number:  
E-mail:

- 24. City of Burien Business License. Contractor agrees to obtain a City of Burien business license prior to performing any work pursuant to this Agreement.
- 25. State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
- 26. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NAME OF CONTRACTOR

CITY OF BURIEN, WASHINGTON

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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#### Contract Exhibits:

Exhibit A – Scope of Services

Exhibit B – Sample Billing Voucher

Exhibit C – Taxpayer Identification Number Form

Exhibit D – City of Burien Remote Access Policy

SAMPLE

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Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following:

- A.
- B.
- C.
- D.
- E.
- F.

Billing/Rate Information: The Contractor shall be reimbursed at the following rates:

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Billing Voucher

To: City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Phone: (206) 241-4647  
FAX: (206) 248-5539

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Specific Program: \_\_\_\_\_

Contract period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Burien contract.

## Request for Quotation

### Project Management Services for Replacement of Electronic Document Management System (EDMS)

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#### Exhibit C

##### City of Burien Holiday Schedule

New Years Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25