



# **City of Kirkland Request for Proposal**

## **Digital Evidence Software Migration and Implementation**

### **Job # 27-20-PD**

**Issue Date: May 05, 2020**

**Due Date: 4 p.m. (Pacific Time) May 29<sup>th</sup>, 2020**

## REQUEST FOR PROPOSALS

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

### **Digital Evidence Migration and Implementation**

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

Proposals received later than **4:00 PM, May 29<sup>th</sup>, 2020** 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." Email [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) or 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.

**Dated this 5<sup>th</sup> day of March 2020**

Greg Piland  
Purchasing Agent  
425-587-3123

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## Chapter I: General RFP Information

### ***Chapter I: General RFP Information***

#### **OBJECTIVE OF THIS RFP**

The Kirkland Police Department (KPD) is requesting a new software platform for streamlined digital evidence storage. The Department does not currently have enough secure evidence storage for the large amounts of video, cellular and mp3/jpeg evidence associated with today's criminal investigations. The City of Kirkland would like this platform to securely store and manage Police Digital Evidence for security, efficiency, and access control. The purpose of this RFP is to solicit proposals from vendors qualified to supply a secure digital evidence platform for the Kirkland Police Department.

The ideal vendor will have qualified staff assigned to this project and have experience (within the last 2 years) supplying a CJIS-secure platform for managing digital evidence. Experience with Police agencies of similar size to Kirkland and in larger agencies preferred.

#### **THE CITY OF KIRKLAND**

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders. Kirkland is the second largest city on the eastside of Lake Washington, and the thirteenth largest in the State of Washington. Our population is over 88,000. A full [community profile](#) can be found on our website.

#### **KIRKLAND POLICE DIGITAL EVIDENCE ENVIRONMENT**

The City of Kirkland Police Department has approximately 160 full time employees, with the main evidence management in one location currently utilizing Tyler's New World platform for physical evidence and with data stored on thumb drives, DVD, CD, and portable hard drives for digital evidence.

The City's standard network operating system is Windows Server (2012/2016) and the standard desktop operating system is Windows 10.

#### **REQUESTED SERVICES**

Services include any tasks necessary to produce the requested deliverables. Specific areas of interest include (but are not necessarily limited to) the following:

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##### **Digital Evidence Migration and Implementation**

# Chapter I: General RFP Information

## Preparation

- Understand Kirkland Police Department’s current digital evidence handling & methodology
- Understand City of Kirkland IT Department requirements
- Understand CJIS security requirements

## Execution

- Help coordinate and support Kirkland Police and City of Kirkland IT to transition data from the current thumb drive, DVD, CD, hard disks, or other storage methodology to the new digital platform. CAD (NORCOM) data may need to be migrated
- Maintain clear and frequent communications to project executives, IT management, and City stakeholder to keep them abreast of project activities and risks
- Meet deliverables as specified in contract negotiations
- Coordinate testing and training of this application post-launch
- Obtain sign off from all City of Kirkland stakeholders

## DELIVERABLES

The software platform must meet the following specifications. Additional deliverables may be identified during the initial meetings between the vendor and the City. In your proposal please discuss how your solution meets these requirements below

ID	Type	Requirement Description	Existing Capability	Customize Development	Future Release	Not Available	Response Notes
S-1	Security	The system must be compliant with the FBI’s Criminal Justice Information Services (CJIS) Security Policy version 5.8, document CJISD-ITS-DOC-08140-5.8					
S-2	Security	The system must have an audit trail that cannot be altered. The audit trail shall include tracking all persons (using login and password) who accessed the system/file and the actions performed (print, view, etc.) All audit trail items must be time stamped with a system-generated time stamp provided as part of the system.					

### Digital Evidence Migration and Implementation

## Chapter I: General RFP Information

S-3	Security	The system must have the capability to assign individual view-only access to digital evidence associated with a single case.					
S-4	Security	The system must provide the ability to set an expiration date on access to externally shared case files.					
S-5	Security	The database must be SSL encrypted and all transmissions to and from the database must be SSL encrypted.					
S-6	Security	The system must allow all electronic evidence to be exported in an encrypted format for secure transportation.					
S-7	Security	All client data must be stored in a safe and secure environment and protection from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States.					
S-8	Security	Permissions/user right should be variable as assigned by a System Administrator.					
S-9	Security	The system should include easily managed administrator definable multilevel security for access to files, information, and evidence based on roles.					
S-10	Security	The system should provide security methods for strictly limiting access for users to certain folders or data within a folder based on folder-level or individual file-level permissions.					
S-11	Security	The System must offer SSO login capabilities					
T-1	Technical	The system must have the capability for acquiring, processing, authenticating, storing, and playback of digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF.					

## Chapter I: General RFP Information

T-2	Technical	The system must be able to upload data from multiple formats to include but not limited to: SD cards, hard drives, optical disks, thumb drives.					
T-3	Technical	The system must maintain/store original copy of evidentiary files and any manipulation must be of a working copy only.					
T-4	Technical	The system must have the ability to authenticate digital evidence files of all standard formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF					
T-5	Technical	The system must have the option of a web browser-based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail.					
T-6	Technical	The system must be able to support RAW format files without converting the RAW files into another format.					
T-7	Technical	Evidentiary video files shall be stored with the associated players when applicable.					
T-8	Technical	The system should allow for concurrent users to view the same digital evidence simultaneously.					
T-9	Technical	The original digital evidence must be preserved and unchanged, but tools should be provided so that common enhancement processes such as Brightness, Contrast, Saturation, RGB color channel strength adjustments may be made without affecting the original file.					
F-1	Functional	Initial entry by staff shall include, at a minimum: date and time of entry (system generated); staff name, personnel number, related case number or other assigned number, type of offense.					



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F-2	Functional	The system must have the ability to have multiple concurrent users in system with the ability to view, submit, receive and update data.					
F-3	Functional	The system must accommodate up to 200 separate users with minimal performance loss.					
F-4	Functional	The system must support up to 30 concurrent users with minimal performance loss.					
F-5	Functional	The application shall be scalable and flexible to allow for growth in terms of number of users and retained data.					
F-6	Functional	The system is to be maintained using a minimum of 99% uptime and security including parallel, redundant, and multi-tiered network architecture.					
F-7	Functional	The system must be able to ensure rapid recovery and seamless uptime in case of hardware malfunction.					
F-8	Functional	Support shall include technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract.					
F-9	Functional	The system shall allow the agency to acquire the raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time.					
F-10	Functional	The cost includes the ability to create an unlimited number of user accounts.					
F-11	Functional	The system shall flag or alert staff to media that may be ready for disposal, with user defined parameters.					
F-12	Functional	The search and query function should allow the end user the ability to search by any data field or combo of fields.					

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F-13	Functional	The system should have the ability to create digital evidence case jackets.					
F-14	Functional	The system should allow users to add titles, notes, and key words to digital evidence and to later edit them. These shall be indexed and searchable.					
F-15	Functional	The system should allow users to search digital files by using tagged metadata fields.					
F-16	Functional	When importing from any device, the system should allow users to select files to import with previews using a simple import process/wizard.					
F-17	Functional	A full screen viewing mode should be available where the photos can be viewed. If multiple photos are selected this mode shall allow the user to go easily from photo to photo. The user shall be able to zoom in on a portion of the photo.					
F-18	Functional	The system should provide the ability to export the entire contents of a case file, regardless of file type.					
F-19	Functional	The system should offer multiple print options, including but not limited to: Printed output must offer options to print, at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution. Printing must have flexible automatic sizing features. Printing must have autorotation.					
F-20	Functional	The system must be SaaS-based					
F-21	Functional	The system should offer the ability to securely view evidentiary data on mobile devices to include smart phones and tablets					

## Chapter I: General RFP Information

### 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: Greg Piland, Financial Operations Manager  
Address: City of Kirkland

123 5<sup>th</sup> Avenue  
Kirkland, Washington 98033

E-mail: [GPiland@kirklandwa.gov](mailto:GPiland@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	May 5, 2020
Vendor Questions (if any) and letter of intent due	May 14, 2020
Answers to RFP Questions Released	May 20, 2020
Proposal responses due	May 29, 2020
Finalists selected	June 5, 2020
Vendor interviews if needed (please reserve this date)	June 8 - 12, 2020
Vendor selection	June 17, 2020
Contract negotiations/execution	June 18 - July 13, 2020

## Chapter I: General RFP Information

Project start date	July 20, 2020
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### LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by May 14<sup>th</sup>, 2020. An email attachment sent to [GPiland@kirklandwa.gov](mailto:GPiland@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.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued.

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

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

### QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. (PST) by May 14, 2020. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to [GPiland@kirklandwa.gov](mailto:GPiland@kirklandwa.gov) is fine. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 5:00 p.m. May 14<sup>th</sup>, 2020.

### 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.

## Chapter I: General RFP Information

### PROPOSAL PREPARATION

#### General Information

**It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.**

**Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP.** The City of Kirkland is using a "forms-based" approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., "apples-to-apples") way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

### PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

<b>Due Date:</b>	<b><i>Proposals must be received by the Purchasing Agent no later than May 29, 2020 at 4 p.m. (Pacific Time).</i></b> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must be time stamped as received by Kirkland's system by 4:00 p.m. <b>Emailed proposals must be in either MS Word or PDF format and cannot exceed 20MB.</b> All proposals and accompanying documentation will become the property of the City and will not be returned.
<b>Number of Copies:</b>	If submitting hard copies, the original plus four copies are required by the established deadline.
<b>Address for Submission:</b>	<b>City of Kirkland Attn: Financial Operations Manager Digital Evidence Migration and Implementation Job# 27-20-PD 123 5<sup>th</sup> Ave Kirkland, WA 98033 <a href="mailto:purchasing@kirklandwa.gov">purchasing@kirklandwa.gov</a></b>

## Chapter I: General RFP Information

### **EVALUATION PROCEDURES**

The City will establish a review committee responsible for evaluation and selection of the winning proposer.

The evaluators will consider how well the vendor's proposed methodology and deliverables meet the needs of the City as described in the vendor's response to each requirement and form. Evaluators will also consider successful experience with CJIS data, Police evidence procedures, previous migrations of similar or the same business systems, and experience with government agencies and the Azure cloud. Cost is a factor, but it is not the only important factor that will be under consideration. The City prefers a vendor with local presence who can attend some meetings onsite at Kirkland City Hall. If travel will be required for onsite meetings, that cost shall be included in the proposal.

It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors.

The City anticipates that it will require a subset of finalist vendors make a presentation to a selection team, although the City reserves the right to award without presentations. One finalist will be selected.

## Chapter I: General RFP Information

### Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Supplier Information
- 5) Scope of Services
- 6) Price Proposal
- 7) Customer Reference
- 8) Key Project Staff Background Information

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

### PROPOSAL PREPARATION INSTRUCTIONS

**To prepare your proposal, follow these instructions:**

1. Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
2. If applicable, use copy and paste commands, copy sections *and* forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications.
4. Please create a table of contents with page numbers.
5. Delete instructions (i.e., verbiage contained in brackets) from each form.
6. When your proposal is finished, refer to the proposal submission instructions in this document.

#### **Submission Format**

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

## **Chapter I: General RFP Information**

Please create a Table of Contents with page numbers.



## Chapter I: General RFP Information

### **FORM 1: COVER LETTER**

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same."
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
  - Non-Collusion Certificate
  - Non-Disclosure Agreement
  - Professional Services Agreement

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

## Chapter I: General RFP Information

### **FORM 2: PROPOSAL SUMMARY**

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

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

## **Chapter I: General RFP Information**

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

## Chapter I: General RFP Information

### **FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS**

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

### **FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS**

It is the intent of the City 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.**

<b>Firm or Individual</b>	
<b>Title</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Address</b>	

# Chapter I: General RFP Information

PRINT NAME AND TITLE

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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.

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



## **FORM 4: GENERAL SUPPLIER INFORMATION**

[Use this form to provide information about your firm.

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

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

### **Form 4 – General Supplier Information**

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

## Appendices

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



## Appendices

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

### **FORM 5: SCOPE OF SERVICES**

[Please provide one or more options on how your firm would approach this implementation, and how much it would cost. Limit your response to a maximum of ten pages per option.]

The City reserves the right to reject any or all proposals. The City reserves the right to request more information for clarification due to omission of information. Vendors should be prepared to make an oral presentation as part of the evaluation process.

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

### **FORM 6: PRICE PROPOSAL**

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

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

## FORM 7: CUSTOMER REFERENCES

[Using the tables below, **please list five law enforcement clients for whom you have provided services relevant to this RFP over the past two years.** Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client name			
Reference name			
Title			
Phone number			
Mailing address			
Email			
Project Description			
Customer Size	Start Date	End Date	Contract amount

### **FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION**

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Skills and qualifications for the project position.	

### ***Appendices***

#### **RFP AMENDMENTS**

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

#### **VENDOR'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

#### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

#### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

#### **PROPOSAL VAILIDITY PERIOD**

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

#### **CITY TAXATION**

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

## Appendices

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### **PUBLIC RECORDS**

“Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”

### **ACQUISITION AUTHORITY**

This RFP and acquisition are authorized pursuant to KMC 3.85.200 and RCW 39.04.270.

### **CONTRACT AWARD AND EXECUTION**

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within 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.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.



### **DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

In addition to other standard contractual terms, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

To the greatest extent allowable 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 the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

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

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.
5. Technology (E&O) insurance.
6. Network Security/Cyber Liability (Cyber Protection) insurance.

#### **B. Minimum Levels of Insurance**

## Appendices

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### Technology Errors & Omissions (E&O)

- (a) 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.

Network Security/Cyber Liability (Cyber Protection) with minimum limits \$1,000,000 (one million) each wrongful act. Sublimit for Notification Costs \$1,000,000 (one million) each wrongful act. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

- (a) Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, 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.
- (b) 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 Public Entity 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 Public Entity or any other third party data.
- (c) Lawfully insurable fines and penalties resulting or alleging from a data breach.
- (d) 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.
- (e) Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 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.

## Appendices

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Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

### **C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **D. Other Provisions**

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
  - a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
  - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

## Appendices

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Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

### **E. Acceptability of Insurers**

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

### **F. Verification of Coverage**

Contractor shall furnish the City with certificates of insurance and a copy of the amendatory endorsements affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

### **G. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **OWNERSHIP OF DOCUMENTS**

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

## **CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## ATTACHMENTS

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### ***ATTACHMENTS***



## ATTACHMENTS

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### Attachment B: Non-Disclosure Agreement



## NON-DISCLOSURE AGREEMENT

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This Non-Disclosure Agreement ("the Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and \_\_\_\_\_, a \_\_ corporation ("the Vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the Digital Evidence Software Migration and Implementation ; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

## ATTACHMENTS

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6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

\_\_\_\_\_  
<Company Name>

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_



# ATTACHMENTS

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## PROFESSIONAL SERVICES AGREEMENT

Digital Evidence Software Migration and Implementation 27-20-PD

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

### I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.

B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all 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

## ATTACHMENTS

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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

## **ATTACHMENTS**

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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

## ATTACHMENTS

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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.
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.

### 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.

## ATTACHMENTS

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### ***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,

## ATTACHMENTS

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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: \_\_\_\_\_