



City of Kirkland Request for Proposal

Web Content Management Solution and Implementation Services

Job # 08-20-IT

Issue Date: January 15, 2020

Due Date: 3:00 p.m. (Pacific Time), February 6, 2020

Table of Contents

REQUEST FOR PROPOSALS

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

Web Content Management Solution and Implementation Services

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

Proposals received later than **3:00 PM, February 6, 2020 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's website at <http://www.kirklandwa.gov/> Locate by clicking on "Business" at the top of the webpage and then "Request for Proposals" under "Doing Business with the City. Call 425-587-3123 if you are unable to access RFP documents online. 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 of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex 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.

Dated this 15th day of January 2020

Greg Piland
Financial Operations Manager
425-587-3123

Web Content Management Solution and Implementation Services

Table of Contents

Table of Contents

CHAPTER I: GENERAL RFP INFORMATION.....	6
PROCUREMENT SCHEDULE	6
DEFINITIONS	6
INTRODUCTION	7
PURPOSE	7
BACKGROUND	7
ABOUT THE CITY OF KIRKLAND	8
GOAL AND OBJECTIVES	8
MINIMUM QUALIFICATIONS.....	9
SCOPE OF WORK	10
PROJECT MANAGEMENT.....	10
IMPLEMENTATION AND SUPPORT.....	10
Make City Staff Ready for Implementation.....	11
Current-State Assessment	11
Develop a Design Standard.....	12
Create Landing Pages, Key Pages, and Functional Templates.....	14
Continuous Iteration	14
Go-Live Readiness.....	15
RFP OFFICIAL CONTACT	15
LETTER OF INTENT.....	15
QUESTIONS REGARDING THE RFP	16
COOPERATIVE PURCHASING	16
PROPOSAL PREPARATION	16
PROPOSAL SUBMISSION	16
EVALUATION PROCEDURES.....	17
CHAPTER II: REQUIRED PROPOSAL RESPONSE FORMS.....	19
PROPOSAL PREPARATION INSTRUCTIONS	19
FORM 1: COVER LETTER.....	20
FORM 2: PROPOSAL SUMMARY	21
FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS	23
FORM 4: GENERAL PROPOSER INFORMATION	24
FORM 5: MINIMUM QUALIFICATIONS	25
FORM 6: PRICE PROPOSAL	25
FORM 7: IMPLEMENTATION PLAN	26
FORM 8: REQUIREMENTS RESPONSE	27
FORM 9: CUSTOMER REFERENCES.....	28
FORM 10: KEY STAFF EXPERIENCE.....	29

Web Content Management Solution and Implementation Services

Table of Contents

APPENDICES	30
RFP AMENDMENTS	30
VENDOR’S COST TO DEVELOP PROPOSAL	30
WITHDRAWAL OF PROPOSALS	30
REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES.....	30
PROPOSAL VALIDITY PERIOD	30
CITY TAXATION.....	30
PUBLIC RECORDS	30
ACQUISITION AUTHORITY	31
CONTRACT AWARD AND EXECUTION.....	31
DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS.....	31
ASBESTOS OR HAZARDOUS MATERIALS ABATEMENT WORK	31
EQUAL OPPORTUNITY COMPLIANCE	32
OTHER COMPLIANCE REQUIREMENTS	32
OWNERSHIP OF DOCUMENTS.....	32
CONFIDENTIALITY OF INFORMATION.....	32
ATTACHMENTS.....	33
Attachment A: Non-Collusion Certificate	34
Attachment B: Non-Disclosure Agreement	35
Attachment C: Professional Services Agreement.....	38
A. MINIMUM SCOPE OF INSURANCE	41
B. MINIMUM AMOUNTS OF INSURANCE	42
D. ACCEPTABILITY OF INSURERS	42
E. VERIFICATION OF COVERAGE.....	43
Attachment D: City of Kirkland IT Vendor Security Policy and IT Cloud	45

Chapter I: General RFP Information

Chapter I: General RFP Information

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Event	Date
RFP Release	January 15, 2020
Letter of Intent and Questions Due	January 22, 2020
Answers Released	January 28, 2020
Proposals Due	February 6, 2020 3:00 PM PST
Finalists Announced	February 19, 2020
Demonstrations/Interviews	Weeks of: March 16, 2020 March 23, 2020
Apparent Successful Vendor Announcement	March 26, 2020
Anticipated Contract Agreement	April 24, 2020

DEFINITIONS

For the purposes of this RFP, the following definitions apply:

- **Web Content Management System (CMS)** includes the customer experience management (CXM), web experience management (WEM), and digital experience (DX) management.
- **Users** are those who visit the City of Kirkland’s website.
- **Content Contributors** are subject matter experts internal to the City of Kirkland government who author and edit content for publishing.
- **Information Architecture** is part of the design work, and it refers to the design patterns of the Web CMS.
- **Unrationalized** describes the current-state content inventory as not having been reviewed, edited, organized, or prioritized.
 - Note well: The City does not expect the proposer to price the unrationalized content inventory (e.g., 2,500 pages and 14,000 documents/digital assets), because the City expects to significantly reduce the content inventory prior to the start of the project.
- **Rationalized** describes a content inventory ready for future-state implementation that has been analyzed for pages to create, refresh, maintain, or retire by priority.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

INTRODUCTION

The City of Kirkland, herein referred to as “the City,” is soliciting proposals from qualified solution providers with Web CMS solutions, herein referred to as “Web CMSs,” that fulfill the City’s requirements for a secure, compliant, configurable, and feature-rich solution. The City seeks expert implementation and deployment services to transform the experience of the City’s online presence with a state-of-the-art Web CMS. The City of Kirkland website (<https://www.kirklandwa.gov/>) provides the primary method of communication to the public for all City services and information.

The City requests firm-fixed-price proposals for the acquisition and implementation of the software and related services for a Web CMS, including travel expenses.

The City invites any deployment model for cloud hosting or software-as-a-service (SaaS). The City also seeks ongoing support services.

PURPOSE

The purpose of this RFP is to seek proposals from qualified proposers for a state-of-the-art Web CMS implementation, according to the minimum qualifications, minimum procurement requirements, and response forms set forth in this RFP.

BACKGROUND

The City currently operates and maintains the City’s website using the Active Content Management (ACM) platform. This current-state Web CMS has the following attributes.

- Purchased and implemented in 2005.
- Used by approximately 80 Content Contributors.
- Fifteen offices and departments are represented.
- Operates on the premises.
- No credit card payments within its website domain.
- Information governed under the City’s privacy policy.
- Yearly visited by over 500,000 users and providing up to 1.8 million webpage views.
- Currently the City has no online forms standard.
- The City is standardized on Esri mapping.
- Current unrationalized content inventory:
 - 2,500 pages.
 - 14,000+ documents/digital assets.
- Current integration includes applications and linked websites:
 - Granicus (video/audio streaming).
 - WebQA/GovQA (public records request portal).
 - HPRM (HP Records Management tool handling the City’s ordinances and resolutions).
 - Esri mapping solutions.
 - Linked websites/applications:
 - QScend (311/constituent relationship management).
 - MyBuildingPermit.com (online permitting).

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

- KirklandParks.net (Parks recreation registration [hosted on Rec1.com]).
- ExploreKirkland.com (tourism).
- GovJobsToday.com (online job seeking/applications).
- nCourt (court payments).
- PetData (pet licenses).
- Paymentus (utility billing).
- Coplogic (online crime reporting for the public).

The current provider, Active, is in the process of discontinuing the ACM product line.

The City expects to independently conduct a content inventory rationalization in parallel to the procurement of a Web CMS, which will provide details of pages to create, refresh, maintain, or retire by priority. This effort is expected to be completed prior to the start of the project.

The City's website is mission critical, and it is the foundation of the entire DX for the City's users, providing news, information, resources, and services. The City website is managed primarily by the City's IT webmaster, who works closely with the City's communications team. The City's web team and communications program manager will be active participants during the Web CMS procurement and implementation.

ABOUT THE CITY OF KIRKLAND

Kirkland is one of 44 Washington cities operating under the council-manager form of government. This system of local government combines the political leadership of elected part-time City Council members with the managerial experience of an appointed, full-time City Manager. The City Council is the legislative body; its seven members are the community's decision makers. The City Manager is hired to serve the Council and the community in carrying out policies and overseeing the delivery of municipal services. The Mayor is elected from within the City Council to serve a two-year term. The Mayor presides at City Council meetings and represents the City at various ceremonial functions and at other community and intergovernmental meetings. This position does not exercise veto power.

Kirkland is a rapidly urbanizing city in King County, Washington, located on the east side of Lake Washington, across from Seattle. Incorporated in 1905, Kirkland is now approximately 12 times its original geographic size. Its population more than doubled during the 1940s and again in the 1960s. In 2011, Kirkland annexed three unincorporated northern neighborhoods, adding approximately 31,000 new residents and nearly 7 square miles. Its current population totals approximately 88,940, making it the 6th largest city in King County and the 13th largest in Washington State. Kirkland City government supports a strong, diverse economy with quality services and infrastructure. Prudent financial management has earned the City a Standard & Poor's AAA credit rating year after year.

GOAL AND OBJECTIVES

The goal is to implement a modern, secure, service-oriented website that is consistent, usable, feature rich, and speedy; is reliably searchable; and is cost-efficient to operate and maintain in a stable and secure environment.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

The City expects to realize the following objectives by or before the fourth quarter of 2020, based on the project work plan and schedule:

1. Achieve a modern DX.
2. Optimize the production of multimedia.
3. Set up a one-stop site search function.
4. Achieve a flexible and accessible technical platform.
5. Provide a consistent system that is easy for nontechnical Content Contributors to use.
6. Achieve a managed content style and writing consistency.
7. Integrate with the City's other web-based applications in a seamless and secure manner, with a high degree of aesthetic consistency.
8. Achieve compliance with modern accessibility standards.
9. Provide production and nonproduction environments.
10. Keep the City's information secure and accessible.
11. Establish assurance of business continuity.
12. Establish a forms standard.

During the implementation of the Web CMS, the City expects to meet the following objectives:

- Follow industry standard practices.
- Implement the project within scope, schedule, and cost.
- Design a highly effective Web CMS.
- Architect the Web CMS with a proven Information Architecture methodology.
- Prepare the City's staff for the change.
- Actively identify and reduce unnecessary and underutilized content.

MINIMUM QUALIFICATIONS

The minimum qualifications are pass/fail criteria. The proposers shall demonstrate how they meet the minimum qualifications using the proposal response forms in Chapter II.

Firm

- MQ.1 The proposer must provide enough information to demonstrate successful completion of comparable work on similar projects with customers comparable to the City of Kirkland. The proposer must have performed such work for at least three completed projects within the last 5 years, each with an organizational impact of at least 50 Content Contributors and 1,500 pages, preferably for a comparable public sector entity.
- MQ.2 The proposer must provide a service level agreement with support coverage of 24 hours a day, 7 days a week, and 365 days a year.

Project Manager

- MQ.3 The proposed project manager must have managed a project of a size similar to the scope of this RFP within the last 3 years. Note that the City of Kirkland reserves the right to use its own project manager if determined by the City to be appropriate.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

- MQ.4 The proposed project manager must have managed at least one project for a public sector entity. Note that the City of Kirkland reserves the right to use its own project manager if determined by the City to be appropriate.

Solution

- MQ.5 The proposed Web CMS must be provided to the City as either a SaaS or a cloud-based hosted solution.
- MQ.6 The proposed Web CMS solution must meet or exceed current contemporary Web Content Accessibility Guidelines (WCAG 2.1).
- MQ.7 The proposed Web CMS solution must ensure that City of Kirkland website data is not hosted offshore.

SCOPE OF WORK

The City expects a proven delivery model with a supporting implementation plan and schedule. The implementation plan should to be based on the proposer's best-practice implementation methodology and expert opinion. The City expects the solution provider to work on site for key workshops and meetings as mutually determined in the implementation plan and schedule. Otherwise, remote work is acceptable if online meeting tools are working efficiently.

This scope of work is what the City believes it needs to be successful; however, the City expects each proposer to outline how such scope or additions or subtractions will be accomplished using the proposer's expert knowledge.

PROJECT MANAGEMENT

The City expects industry-standard project management processes and controls:

1. Project delivery model.
2. Project deliverable acceptance.
3. Project management processes and controls.
4. Project assumptions.
5. Key management artifacts:
 - a. Project management plan (based on the City's Project Charter and the contract's statement of work).
 - b. Project schedule.
 - c. Solution provider resource schedule.
 - d. Risk and issue management plan.
 - e. Appropriate project controls (risk log, issue log, decision log, change process/log).
 - f. Quality assurance plan (artifacts, deliverables, and solution).
 - g. Project status reports/meeting schedules.

IMPLEMENTATION AND SUPPORT

The scope below should be used to guide the proposers when proposing the implementation plan and pricing proposal for this RFP. This scope is structured for milestone/deliverable-based delivery and pricing proposals. The outline below is inclusive, but not necessarily an exhaustive list of required activities.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

The outline is not in order of execution; it is up to the proposer to propose the implementation plan, project work plan, and schedule that reflect the outlined activities and the proposer's recommended activities and sequencing.

The City strongly prefers an agile/iterative approach for the implementation, from discovery to deployment of the individual pages.

Launch is the go-live date when the entire site is launched for public and internal Content Contributor use. The City expects to launch the entire new Web CMS at once. However, if it is later determined that a rolling launch approach is more beneficial based on the strengths of the Web CMS solution, the City will remain open to rollout alternatives.

The City expects a scope involving at least six phases, or a similar approach based on the proposer's expert knowledge.

Make City Staff Ready for Implementation

1. Goal: Ensure the solution provider and the City teams start out with a common understanding of the product and implementation approach, and are speaking the same "project language" in the context of the implementation.
2. Activities:
 - a. Orientation training for City project team:
 - i. System administration.
 - ii. Platform and development.
 - iii. Implementation methodology and design methods.
 - iv. Content Contributor.
3. Milestones:
 - a. Staff ready to begin project work.
 - b. Project language established (common terms and references).
4. Deliverables:
 - a. Training and reference materials (e.g., PDF, video, etc.).

Current-State Assessment

1. Goal: Ensure thorough understanding of the City of Kirkland's business and users so that the project team designs a good fit for the City.
 - a. Understand the City of Kirkland's business.
 - b. Understand the needs of Kirkland's current and potential users.
 - c. Begin the thought process for organizational and design elements.
2. Activities:
 - a. Verify understanding of the City's Web CMS requirements:
 - i. Identify requirement gaps and help the City to correct them.
 - b. Understand the City of Kirkland and its users:
 - i. Identify City of Kirkland stakeholders to be interviewed.
 - ii. Perform on-site internal interviews or use other methods to understand the missions, visions, and key business drivers.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

- iii. Define the City's ideal user and top user personas.
- iv. Conduct external focus group interviews and/or other methods based on the user personas.
- c. Assess the current-state CMS (structural design, organization, standards, labeling, search, analytics, content, usability):
 - i. Conduct a current-state CMS audit to identify core content, prioritize content, eliminate duplicates and outdated content, and inform the new Information Architecture and user DX.
 - ii. Assist the City in validating rationalized content inventory.
 - iii. Assist the City in validating the inventory of prioritized online resources, links, and applications.
 - iv. Review current-state CMS analytic data, modules, and features.
- d. Develop a detailed project schedule based on the current-state assessment.
- 3. Milestones:**
 - a. Discovery of current-state CMS complete/ready for design standard.
- 4. Deliverables:**
 - a. Validated requirements and traceability.
 - b. Current-state findings, content analysis, and recommendations summary report.:
 - i. Inventory of current-state workbooks (e.g., organized lists of inventory information in a format easily consumed).
 - 1. Verified current-state content inventory workbook (rationalized pages to create, refresh, maintain, or retire by priority).
 - 2. Verified digital asset inventory workbook.
 - 3. Verified integration points and online resources inventory workbook.

Develop a Design Standard

- 1. Goal:** Establish design standards for the Web CMS based on the understanding of the City of Kirkland and industry best practices, with flexibility and scalability for the future.
 - a. Develop a comprehensive digital design standard that is easy to maintain and flexible for changing needs, with these key features:
 - i. Configurable templates.
 - ii. Document indexing.
 - iii. Electronic forms.
 - iv. Full-text search.
 - v. Image editor.
 - vi. Search engine optimization.
 - vii. Version control.
 - viii. Social media integration.
 - ix. Linked website/application integration.
 - x. Responsive deployment (iOS, Android, web).
 - b. Establish design style standard (look and feel for the site).
 - c. Establish design style for the City's linked web resources (note that the City, not the proposer, will be responsible for applying style updates to linked websites/applications).

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

- d. Define tools available (if any) for content import/migrations from rationalized content inventory.
- 2. Activities:
 - a. Information Architecture methodology overview and coaching.
 - b. Information Architecture workshops.
 - c. Design workshops.
 - d. Prototyping in an ongoing manner.
 - e. Designing import/migration tools for the City's content (if available).
 - f. Workflow designing for the approval workflow.
 - g. Roles-based access and permissions definition.
 - h. Forms designing.
 - i. Deployment planning, with priorities for each landing page, interior page, form, and template.
 - j. Deployment model planning (cloud hosting, SaaS, other).
 - k. Training planning.
- 3. Milestones:
 - a. Design standard and deployment planning complete/ready for creating.
- 4. Deliverables:
 - a. Deployment model (infrastructure diagram/narrative).
 - b. Information Architecture narrative/diagram.
 - c. Taxonomies and metadata standards.
 - d. Design document narratives/diagrams (including site, subsite, page, reports, forms, workflows, configurations, template standards, etc.).
 - e. Design assets (e.g., look and feel, comprehensive layout, etc.).
 - f. Defined user journeys based on user personas, with standards for findability and usability.
 - g. Configuration plan (as needed and depending on level of configuration).
 - h. Content import/migration plan (e.g., content import/migration tools [if available]).
 - i. Integration plan for existing linked websites/applications (architecture and control documents).
 - j. Business process for coexistence period (e.g., content changing in old CMS while new CMS pages are deploying).
 - k. Business process for approval workflow.
 - l. Test plans (e.g., unit, system, integration, performance/load, recovery, security, regression, usability, stability, acceptance, responsiveness, compatibility, post-deployment verification).
 - m. Deployment plan for the Prominent Set (the prominent set is a scoped site build during the Create Landing Pages, Key Pages, and Functional Templates phase).
 - n. Training plan addressing:
 - i. In-person training.
 - ii. Training types: technical, system administrator, Content Contributor, user outreach.
 - iii. Self-help resource provision (documentation, videos, etc.).

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

Create Landing Pages, Key Pages, and Functional Templates

1. Goal: Deploy the Prominent Set—the home page, 15 primary landing pages, 3 interior pages per primary landing page, and the functional templates for each—with at least one typical user journey deployed. During the Prominent Set deployment, the City web team will gain the skills required to iterate.
2. Activities:
 - a. Deploy the Prominent Set:
 - i. Deploy responsive templates (mobile first).
 - ii. Configure linked websites/applications.
 - iii. Create templates.
 - iv. Build out the site.
 - v. Test and validate (e.g., navigation, operability).
 - b. Configure two form examples.
 - c. Create supporting documentation. (how the Prominent Set was created).
3. Milestones:
 - a. The prominent set is deployed, and the City team is ready to iterate.
4. Deliverables:
 - a. The Prominent Set:
 - i. Home page.
 - ii. 15 primary landing pages.
 - iii. 3 interior pages per primary landing page.
 - iv. Functional templates for the Prominent Set.
 - b. Two form examples (based on design outcomes).
 - c. Test products (plan, cases, results, progress, defect tracking, security penetration testing).
 - d. Supporting documentation.

Continuous Iteration

1. Goal: The Web CMS continuously improves as the City staff iterates the creation of the remaining content based on the rationalized content inventory while the solution provider is at hand validating the City staff's work.
2. Activities:
 - a. Execute until the rationalized content inventory is fully deployed.
 - b. Validate each deployment alongside the solution provider.
3. Milestones:
 - a. Based on the user journey and page design, milestones by page completion and solution provider validation.
4. Deliverables:
 - a. Ongoing page deployment until ready for launch.
 - b. Validation per page by solution provider and business owner.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

Go-Live Readiness

1. Goal: Ensure City staff have refresher training or Content Contributor training prior to launching the Web CMS, so that the City can support the site with the solution provider's assistance.
2. Activities:
 - a. If determined by the City to be necessary, conduct refresher training for system administration, platform development, and Content Contributor.
 - b. Knowledge transfer planning, including skills inventory, transfer checklist, and progress reporting.
 - c. Release planning, including release progression, rollback, release notes, and standard operating procedures for technical monitoring/support.
 - d. Launch planning, including the prescribed step-by-step activities to launch.
 - e. Transition planning, including interim communications during the transition.
 - f. Solution maintenance and support planning (monthly support status, recovery plans, incident response plans).
3. Milestones:
 - a. Web CMS launched, and support is in place to maintain and operate.
 - b. Final acceptance.
4. Deliverables:
 - a. Knowledge transfer checklist.
 - b. Release plan.
 - c. Launch checklist.
 - d. Transition plan (including interim communications for transitioning).
 - e. Support plan.

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.

Greg Piland
Financial Operations Manager
City of Kirkland | Finance and Administration
123 5th Ave Kirkland, WA 98033
purchasing@kirklandwa.gov

LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by January 22, 2020. An email sent to the RFP Coordinator is acceptable. The email must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

A letter of intent is required 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. If a letter of intent is not submitted, it will be the vendor's responsibility to monitor the website to get answers to any questions.

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. A letter of intent is not required to respond.

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 **January 22, 2020**. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email sent to the RFP Coordinator is fine. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 4:00 p.m. on **January 28, 2020**. Questions about the estimated budget for this project will not be answered as we are interested in what vendors think should be spent to accomplish the work.

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.

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. Proposals will not be considered if the instructions are not followed and the forms are not fully completed.

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

Due Date:	<i>Proposals must be received by the Financial Operations Manager no later than February 6, 2020, at 3 p.m. (Pacific Time).</i> 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 3:00 p.m. Emailed proposals must be in either MS Word or PDF format. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the vendor's proposal, in its entirety, must be received as specified above. The City will not accept facsimile.
Address for Submission:	We prefer that proposals be submitted by email. Emailed proposals should include "Web Content Management Solution and Implementation Services #08-20-IT" in the subject line and be addressed to: purchasing@kirklandwa.gov . (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB). As an alternate to email, proposals can be mailed or delivered to: City of Kirkland Attn: Greg Piland – Job 08-20-IT 123 5th Avenue Kirkland, WA 98033 If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope Web Content Management Solution and Implementation Services. The supplier's name and address must be clearly indicated on the envelope.

EVALUATION PROCEDURES

The RFP coordinator and other City staff will evaluate the submitted proposals.

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. 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 reserves the right to require that a subset of finalist vendors make a demonstration to a selection team along with an interview of the project team. The City reserves the right to require an additional demonstration/presentation to the steering team after Round 3 and would be considered Round 4.

The evaluation is conducted in a multi-tiered approach. Proposals must pass through each round to proceed forward to the next round. Those found to be outside the competitive range in the

Web Content Management Solution and Implementation Services

Chapter I: General RFP Information

opinion of the evaluation team will not continue forward to the next evaluation tier. Only the proposers advancing to round 3 will be offered the opportunity to conduct a demonstration and participate in an interview. Evaluation points will not be carried over from Round 2 to Round 3. Whichever finalist moving into Round 3 scores the highest will be selected as the Apparent Successful Vendor unless the City opts to conduct an optional Round 4.

Vendors will be evaluated based on the following categories:

Round 1	
Minimum Qualifications (Form 5)	Pass/Fail
Round 2	Maximum points
Price Proposal (Form 6)	100
Implementation Plan and Statement of Work (Forms 7, 8)	450
Response/Requirements Forms (9)	450
Round 2 Total	1,000
*Round 3	Maximum points
Demonstrations	500
Interview	400
References (Forms 10, 11)	100
Round 3 Total	1,000

*Round 3

- Demonstrations: finalists will be provided demonstration scenarios that reflect typical use of the City of Kirkland Web CMS for system administration, content contributor, and users. The City reserves the right to invite observers to the demonstrations. The City reserves the right to decide a limit of finalists for Round 3 and the optional Round 4.
- Interviews: the interviews will be conducted on the same day as the demonstration and the City will conduct the interview in a formal structured manner. The proposed project manager and account representative must be at the interview in person

Chapter II: Required Proposal Response Forms

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) Minimum Qualifications
- 6) Price Proposal
- 7) Implementation Plan
- 8) Requirements Response
- 9) Customer References
- 10) Key Staff Experience

In addition to the included forms, vendor must provide at least two examples 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 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.

Please create a Table of Contents with page numbers.

Web Content Management Solution and Implementation Services

Chapter II: Required Proposal Response Forms

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." (Any proprietary information must be clearly marked.)
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 II: Required Proposal Response Forms

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 II: Required Proposal Response Forms

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

Chapter II: Required Proposal Response Forms

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 is electronically embedded in this document. Please “click” on the icon below to open this document.



Form 3 - Acceptance
of Terms & Conditions

Please embed your completed Form 3 in this section.

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

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.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE _____

OTHER NOTES:

RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

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

Chapter II: Required Proposal Response Forms

FORM 4: GENERAL PROPOSER 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 3rd party implementation partner, systems integrator or Value Added Reseller (VAR) to provide implementation, training and other professional services related to this RFP.

Form 4 is electronically embedded in this document. Please "click" on the icon below to open this document.



Form 4 - General
Supplier Information

Please embed your completed Form 4 in this section.

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

Form 4 – General Supplier Information

Proposing Supplier Information	
1. Contact Information	
▪ Company Name	
▪ Name and Title of Contact Person	
▪ Company Address	
▪ Phone	
▪ Email Address	
▪ Company Website	
2. Regional Offices and Staff	
▪ 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.	
3. Company Information	
▪ Briefly describe your company and the characteristics that set your company apart.	
▪ Briefly describe how you will meet our requirements and maximize our return on investment.	
▪ Year Founded	
▪ Private vs. Public (Listing Exchange and Listing Code)	
▪ Fiscal year end	
▪ Revenue: Current Year	
▪ Revenue: Prior Year	

<ul style="list-style-type: none"> ▪ Net Income/Loss: Current Year 	
<ul style="list-style-type: none"> ▪ Net Income/Loss: Prior Year 	
<ul style="list-style-type: none"> ▪ Parent Company (If separate) 	
<ul style="list-style-type: none"> ▪ Describe parent company's relationship with the proposing party. 	
<ul style="list-style-type: none"> ▪ Genealogy of Organization (Changing business, name changes, acquisitions/mergers, etc.) 	
<ul style="list-style-type: none"> ▪ Describe if your organization is international, national, regional or local. Please explain. 	
<ul style="list-style-type: none"> ▪ Disclose any recent litigation (and outcomes) and litigation currently underway. 	
<p>4. # of Supplier Employees</p>	
<ul style="list-style-type: none"> ▪ Total Worldwide 	
<ul style="list-style-type: none"> ▪ Total in U.S. 	
<ul style="list-style-type: none"> ▪ # of full-time employees in: <ul style="list-style-type: none"> - Sales - Implementation and training - Customer service - Technical/Development - Administrative ▪ - Other (note relevant staff): 	
<p>5. Company Qualifications</p>	
<p>Three or more years of related 3rd Party QA experience. Briefly describe.</p>	
<p>6. Experience working with cities of our size. Briefly describe.</p>	
<p>7. Contract Termination for Default 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"> • Full details of all terminations for default • The other party's name, address and telephone • Your position on the matter 	
<p>8. Contract termination before contract completion for convenience, non-performance, non-allocation of funds,</p>	

<p>etc.</p> <p>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)</p> <p>Please provide:</p> <ul style="list-style-type: none">• Full details of all such terminations• The other party's name, address and telephone• Your position on the matter	
---	--

Chapter II: Required Proposal Response Forms

FORM 5: MINIMUM QUALIFICATIONS

[Please complete form 5 indicating that the proposal and firm meets the minimum qualifications and how.

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

FORM 6: PRICE PROPOSAL

The City does not expect the proposer to price the unrationalized content inventory (e.g., 2,500 pages and 14,000 documents/digital assets) because the City expects to significantly reduce the content inventory prior to the start of the project.

[Please complete Form 6 using the actual form

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

Chapter II: Required Proposal Response Forms

FORM 7: IMPLEMENTATION PLAN

[The City has provided the expected scope of work in this RFP that is inclusive, but not exhaustive and is not meant to be prescriptive on the implementation methodology. The City expects the proposers to respond with the proposer's implementation methodology inclusive of the scope indicated in the scope of work in this RFP on how you recommend the City approach the scope of work. Please provide your implementation plan in this section that includes the work breakdown and explanatory narratives. An MS Project work plan (or other tool) is okay if there is an accompanying explanation. Please feel free to recommend services that are not in the scope of work, identify risks and mitigations, and propose a methodology that your firm will be successful managing.

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

Chapter II: Required Proposal Response Forms

FORM 8: REQUIREMENTS RESPONSE

[Please complete Form 8 using the actual spreadsheet. ... TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Form 9 is electronically embedded in this document. Please “click” on the icon below to open this document.

Fill out the spreadsheet by placing an X in the appropriate **Response Option** column, in accordance with the definitions below. Each requirement must have a Response Option, or the City will assume ‘Not Available’. As an Optional a brief comment in the **Proposer Response Comment** column. The City prefers a Web CMS system that meets all the requirements with minimum customization required.]

Response Option	Definition
Current Capability or Configurable Item	Requirement will be met by using a feature that is installed and operational in other agencies or businesses and can be demonstrated to the City of Kirkland. <i>The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.</i>
Future Release	Requirement will be met by a future release of the product. <i>The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered within 1 year of baseline solution installation.</i>
Custom Development	Requirement will be met by packaged software currently under development, in beta test, or not yet released. <i>The cost of requirements receiving this response must be included in the fixed cost proposal, and the requirements must be delivered with the baseline solution at installation.</i>
Not Available	Requirement cannot be provided either as part of the baseline solution or as a future enhancement.

Web Content Management Solution and Implementation Services

Chapter II: Required Proposal Response Forms

FORM 9: CUSTOMER REFERENCES

[Please complete Form 9 using the actual form.

Form 9 is electronically embedded in this document. Please “click” on the icon below to open this document.



Form 9 - Customer
References

Please embed your completed Form 9 in this section.

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

FORM 9: CUSTOMER REFERENCES

Provide at least four references where your firm did similar work.

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:

Project Description and dates of work:	Project cost:
Other comments:	

Chapter II: Required Proposal Response Forms

FORM 10: KEY STAFF EXPERIENCE

[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.

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

The City expects the proposed team to remain assigned throughout the project and where there may be changes the City expects to approve such changes.

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities for the Web CMS project position	
Education/Certifications	
Relevant Work Experience	
Skills and qualifications for the Web CMS project position	
Reference No. 1 (name, title, phone number, E-Mail, work/project brief description)	
Reference No. 2 (name, title, phone number, E-Mail, work/project brief description)	
Reference No. 3 (name, title, phone number, E-Mail, work/project brief description)	

APPENDICES

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 VALIDITY 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.

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.”

Web Content Management Solution and Implementation Services

APPENDICES

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 within one month.
- ◆ If the selected vendor fails to 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 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:

Vendor 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 Vendor 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.

ASBESTOS OR HAZARDOUS MATERIALS ABATEMENT WORK

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

Web Content Management Solution and Implementation Services

APPENDICES

EQUAL OPPORTUNITY COMPLIANCE

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

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

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

ATTACHMENTS

This page left intentionally blank

ATTACHMENTS

Attachment B: Non-Disclosure Agreement



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 201__, 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 <project name>; 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.
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,

Web Content Management Solution and Implementation Services

ATTACHMENTS

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: _____

Web Content Management Solution and Implementation Services

ATTACHMENTS

This page left intentionally blank

ATTACHMENTS

Attachment C: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

<Job Name and Number>

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

I. SERVICES BY VENDOR

- A. The Vendor 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 Vendor for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Vendor 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 Vendor 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 Vendor for any services not completed in a satisfactory manner until such time as Vendor 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 Vendor may terminate this Agreement at any time, with or without cause, by giving ten (30) days' notice to the other in writing. In the event of

Web Content Management Solution and Implementation Services

ATTACHMENTS

termination, all finished or unfinished reports, or other material prepared by the Vendor pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Vendor may complete such analyses and records as may be necessary to place its files in order. Vendor 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.

Vendor shall conduct termination transition by assisting the City prior to termination to ensure the City has control over its data and the City's data is correctly extracted. The Vendor agrees to provide termination transition assistance as set forth at no additional charge to the City.

Preparation

The Vendor shall work with the City on a mutually agreed upon plan for an orderly termination

transition, the Transition Plan, and a complete and correct copy of the City Data.

The City shall provide the desired Cutoff Date for termination of the "Web CMS".

The Vendor shall ensure the City's Data is accessible in an open source database format acceptable to the City prior to the cutoff date.

The Vendor shall provide two (2) transition accounts for the City to access the "Web CMS" storage platform and retrieve the City Data. The Transition Accounts shall be available to the City for ninety (90) days after the Cutoff Date.

Content

The Content is the City's Data including all pages and digital assets including, but not limited to text, drawings, maps, documents, files, photos, videos, GIFs, and audio.

Support

The Vendor shall prepare the City Data open source database format for extraction.

The City shall extract the City Data in open source database format.

The Vendor shall provide access as required such as encryption keys during the transition.

The Vendor shall provide current entity relationship diagrams and data dictionaries.

The Vendor shall assist the City to verify the correctness and completeness of the City Data.

Terminate

The City shall provide a written notice to the Vendor to disable end user accounts on or before the Cutoff Date.

The City shall provide a written notice to the Vendor to disable administrator accounts after copies of the City Data have been verified.

The City shall provide a written notice to the Vendor to disable Transition Accounts after copies of the City Data have been verified.

IV. OWNERSHIP OF WORK PRODUCT, DELIVERABLES AND DATA

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other

Web Content Management Solution and Implementation Services

ATTACHMENTS

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 Vendor will be at the sole risk of the City.

- B. The City acknowledges the Vendor'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 Vendor against all claims made against Vendor 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 Vendor.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Vendor and the City, and may be used as either the Vendor or the City sees fit, including the right to revise or publish the same without limitation.

The City owns the City Data and Content in perpetuity.

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

The estimated completion date for the Vendor's performance of the services specified in Section I is _____.

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

VII. SUCCESSORS AND ASSIGNS

The Vendor 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

Web Content Management Solution and Implementation Services

ATTACHMENTS

Vendor 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 Vendor 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 Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 Vendor 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 Vendor, 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.

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

A. *Minimum Scope of Insurance*

Vendor 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

Web Content Management Solution and Implementation Services

ATTACHMENTS

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 Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Vendor's profession.

B. Minimum Amounts of Insurance

Vendor 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 Vendor'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 Vendor's insurance and shall not contribute with it.
2. The Vendor shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

Web Content Management Solution and Implementation Services

ATTACHMENTS

E. Verification of Coverage

Vendor 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 Vendor before commencement of the services.

F. Failure to Maintain Insurance

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

G. City Full Availability of Vendor Limits

If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Vendor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Vendor 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 Vendor activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Vendor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Vendor agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Vendor 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

Web Content Management Solution and Implementation Services

ATTACHMENTS

unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Vendor or any employee of Vendor.

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 Vendor 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:

VENDOR:

CITY OF KIRKLAND:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____

ATTACHMENTS

Attachment D: City of Kirkland IT Vendor Security Policy and IT Cloud

IT Vendor Security Policy

Scope: This policy applies to all vendors who do any form of work with the City of Kirkland that requires them to log into and utilize networked city systems. This is regardless of who the vendor is and which department they are working for or with. It also applies to staff with other municipal, county, state or federal entities.

Provision: When possible, this policy should be an addendum to existing contracts that require access to City of Kirkland networked systems. It may be signed separately when necessary.

Duration: This policy applies from the time a vendor signs its contract with the city through project completion or support contract termination.

1. Vendors with access to City data or systems shall provide their services in manner consistent with this policy and with standard security and related compliance policies such as PCI and/or HIPPA. If vendors have remote access into systems with City data, vendors shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g. VPN).
2. Vendors should only expect to be provided with the minimum-security levels required for the particular tasks that they are responsible for. Vendors should not anticipate an "always on" connection, and in most cases will have to request that any connection to the city's network be turned on when they need to gain access.
3. Except in the case of an approved security audit and with prior written permission, vendors must not test, or attempt to compromise computer or communication system security measures. Incidents involving unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts to compromise security measures may be unlawful, and will be considered serious violations of City of Kirkland policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without this type of approval, vendors are prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.
4. Vendors shall abide by the following policies for passwords:

Web Content Management Solution and Implementation Services

ATTACHMENTS

- a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
 - b. Passwords must be changed every 90 days.
 - c. The same password cannot be re-used within twenty password changes.
 - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
 - e. Passwords must not be shared among vendor staff.
 - f. Vendors should not use the same passwords for city and personal needs.
 - g. Other password protected systems will comply with above network login password policy when technically possible.
5. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have userid/password access to the City of Kirkland's network within 24 hours of identifying the security incident.
 6. City of Kirkland IT will provide an IT point of contact for vendors. This point of contact will liaise with the vendor to ensure they are in compliance with these policies.
 7. Vendors working on certain types of systems or with certain data will need to have formal background checks completed. This includes but is not limited to all systems that fall under the purview of the Criminal Justice Information Services policies. It is the responsibility of the City of Kirkland IT to notify vendors who need a background check.

The following signature block must be completed any time that this agreement stands alone and is not a formal addendum to a current contract.

Signature

Name

Signature

Name

Web Content Management Solution and Implementation Services

ATTACHMENTS

City of Kirkland

Organization

Date

Date

IT Cloud Vendor Security Agreement

This IT Cloud Vendor Security Agreement ("Security Agreement") is entered into by and between the City of Kirkland, ("City"), and _____ ("Vendor")

Scope: This policy applies to all Vendors who do any form of work ("Contract") with the City of Kirkland that includes possession, storage, processing, or transmission of Personally Identifiable Information (PII), Sensitive Personal Information (SPI) or Personal Health Information (PHI) for City of Kirkland employees, volunteers, contractors, and/or citizens in any location that is outside of the City of Kirkland Firewalls. This includes public and private cloud infrastructures and Vendor's own infrastructure on their premises. This is regardless of who the Vendor is and which department they are working for or with, and it applies to all locations where the Vendor stores information.

If this Contract covers only PII or SPI, then only this addendum must be signed.

If this Contract covers PHI, then this addendum must be signed and a HIPAA Business Associates Agreement must also be signed and incorporated as an addendum to this document or as an addendum to the Contract.

This policy does NOT apply to CJIS data (criminal justice data). There is a separate federally mandated addendum that covers protection of CJIS data, which must also be signed if the Contract includes such information.

Provision: When possible, this policy should be an addendum to existing contracts with vendors. It may be signed separately when necessary.

Duration: This policy applies from the time a vendor signs its Contract with the city through such point in time that all data which was in the vendor's control is returned to the city and destroyed at the city's request, including but not limited to backups, test sites, and disaster recovery sites.

Definitions:

Personally Identifiable Information (PII), or Sensitive Personal

Web Content Management Solution and Implementation Services

ATTACHMENTS

Information (SPI): Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Protected Health Information (PHI): any information about health status, provision of health care, or payment for health care that can be linked to a specific individual, which is more particularly defined under HIPAA (Title 45, CFR) and the Health Care Information Act (RCW Chapter 70.02).

Vendor: Includes owners and employees, volunteers, subsidiaries, and any subcontractors who might reasonably have access to this data.

Options:

Option 1: A vendor can verify that they have a high level of security certification that is satisfactory to the City of Kirkland. Examples include but may not be limited to FedRamp.

If this option is selected, print the mutually agreed upon certification level below and attach appropriate documentation:

Option 2: Vendors can agree to follow the following security best practices:

1. All customer data will be stored on servers physically located in the United States.
2. All customer data will be stored in a location with reasonable physical controls where data will not be visible to anyone not covered by this policy.
3. Access to data will only be provided on a need to know basis in order for the vendor to complete this work.
4. Data will not be shared with an outside third party without explicit written consent of the city.
5. Data will be encrypted prior to and during any transfer from one location to another.
6. Data will be disposed of appropriately, including shredding or burning of any printed versions and destruction or secure erasure of any electronic medium on which data has been stored.
7. Vendor agrees to the appropriate internal certification for vendor staff who access the data (for example, PHI must only be handled by vendors who have HIPPA training).
8. Vendor staff with access to City of Kirkland data covered by this policy must pass a criminal background check prior to accessing that data.
9. Vendors must perform internal and/or external security

Web Content Management Solution and Implementation Services

ATTACHMENTS

auditing on a regular basis that is no less common than once per year.

10. Vendors shall abide by the following policies for passwords:
 - a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
 - b. Passwords must be changed every 90 days.
 - c. The same password cannot be re-used within twenty password changes.
 - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
 - e. Passwords must not be shared among vendor staff.
 - f. Vendors should not use the same passwords for city and personal needs.
 - g. Other password protected systems will comply with above network login password policy when technically possible.
11. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network, within 24 hours of identifying the security incident.
12. In the event of a data breach, Vendor must have an internal policy to provide for timely forensic investigation of affected and related servers and must follow all state, local, and federal requirements for notifying individual's whose PII or PHI has been or may have been breached.
13. Vendor's servers must be patched on a regular and timely basis with all security- related patches from application and infrastructure vendors.
14. Data must be kept in at least two different physical locations. One location can be in a compressed format (e.g. as a backup file).
15. Vendor must enable logging as follows:
 - a. Logs are enables for common third-party applications
 - b. Logs are active by default
 - c. Logs are available for review by the City of Kirkland for up to one year
 - d. Logs are retained for up to one year

Any deviation from the above best practices must be described here and mutually agreed upon (Signatures on this policy will constitute mutual agreement).

Web Content Management Solution and Implementation Services

ATTACHMENTS

Description of any area where vendor is requesting a waiver, an agreement to a different method, or any other change to this policy:

A breach of this Security Agreement also constitutes a breach of any agreement to which it is appended, and the City may terminate either or both because of such breach as soon as it must to mitigate that breach or others that may then be apparently forthcoming. The City agrees to work with the Vendor to avoid such termination if reasonably possible, but protection of the information held by the Vendor cannot be compromised in the process.

Description of data in the Vendor's care (attach additional sheets if necessary):

Is this an addendum to an existing or new contract (Y/N): _____

If yes, name and duration of contract:

City business person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

City IT person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

Web Content Management Solution and Implementation Services

ATTACHMENTS

The following signature block must be completed. By signing this agreement, vendor warrants that they are responsible for the security of the PII, SPI, and/or PHI in their care.

VENDOR NAME.
Signature
Printed Name
Title
Date

City of Kirkland
Signature
Printed Name
Title
Date