



City of Kirkland

Request for Proposals

Security Incident and Event Management (SIEM) Solution and Professional Services for Implementation

Job # 05-21-IT

Issue Date: January 25, 2021

Due Date: February 18, 2021 - 5:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Security Incident and Event Management (SIEM) Solution and Professional Services for Implementation

File with Financial Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. on February 18, 2021 will not** be considered.

A copy of this Request for Proposals (RFP) and supporting documents may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City". Based on the sensitive nature of the information that is included in one of the supporting documents (Attachment C), a fully executed non-disclosure agreement (NDA) is required to receive it. The NDA form is included as Attachment B to this RFP document. A completed NDA form must be submitted to Donna Gaw, Security Program Manager, at dgaw@kirklandwa.gov prior to receiving the supporting documents.

The City of Kirkland reserves the right to reject 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.

If the proposer omits the requested information, at the City's sole discretion, the City may disqualify the proposal from consideration.

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 its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) 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; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 25 day of January 2021

Greg Piland
Financial Operations Manager
425-587-3123

DEFINITIONS

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

- **Security Incident and Event Management (SIEM)** is a solution that provides security awareness through collecting and analyzing real-time activity from network devices, servers, users, etc. It stores, analyzes, normalizes, aggregates and analyzes collected data looking for trends and threats, providing advanced threat detection and alerting. It also provides reports for incident response and regulatory compliance.
- **Cloud Service** or Cloud Service Subscription or Software-as-a-Service (SaaS) or SAAS means the subscription to use the SIEM Solution functions, data security, data privacy, service level agreements, support, and maintenance including Version Updates.
- **Managed Detection and Response (MDR)** is a managed cyber security service for intrusion detection that provides intrusion detection of malware and malicious activity in your network, and assists in rapid incident response to eliminate those threats with succinct remediation actions.
- **Version Updates** means updates to the SIEM Solution whether minor enhancements, major enhancements, planned maintenance, or emergency fixes.
- **API** means Application Programming Interface and is a set of routines, protocols, and tools for building software applications. An API specifies how software components interact. APIs are used with programming graphical user interface (GUI) components for configuring.
- **Customization** means development of software code.
- **Configuration** means setting up data, templates, workflows, screen forms, reports or other parts of the SIEM solution and for the avoidance of doubt does not include the development of software code.

BACKGROUND INFORMATION

The City of Kirkland, Washington, is in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of over 88,000 and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city employs over 600 regular employees.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

About the IT Department

1. The City is growing an IT Security Program that includes implementing a SIEM solution.

2. The IT Department has 25 staff, of which there are 4 network staff (including 1 supervisor) and 1 Information Security Manager.
3. Total count of technicians using the SIEM solution will be around 10.
4. There are approximately 1500 IT configuration items/nodes.

In 2019, the City started an Information Technology (IT) Stabilization Initiative to improve IT operations. Further, IT completed a “maturity assessment” to identify key operational gaps with a recommended mitigation. Part of the mitigation includes implementing a Security Program. One of the items on the roadmap for the Security Program is implementing a SIEM. The primary objectives of a SIEM solution include the following:

- Provide visibility into, and reporting on, the City’s information security posture through security-related incidents and events.
- Improve the City’s cybersecurity ability to detect, alert and respond to cyber incidents in real-time.
- Deliver a SIEM solution that requires minimal customization and ongoing maintenance.
- Develop a comprehensive training plan to ensure adoption and sustainability of the SIEM.
- Build meaningful reports and dashboards.

The City’s network is comprised of approximately 150 Microsoft Windows servers split between an on-premise environment of redundant HCIs (Hyperconverged Infrastructure) utilizing VMWare and Microsoft’s Azure IaaS (Infrastructure as a Service) platform. The two environments are configured as one network and utilized Microsoft’s Express Route for connectivity, with a backup VPN connection. The network infrastructure consists of Cisco routers and switches with Palo Alto firewalls on-premise and in Azure. The City uses Microsoft’s Office 365 platform for Exchange, SharePoint, OneDrive and Teams.

The City’s telephony system is a Cisco VoIP solution supporting over 700 telephony devices (phone, ATAs, voice gateways, etc.) It includes voice mail, ACD queues, and E911.

PURPOSE OF REQUEST

The purpose of this request is to learn how well suited your firm’s commercial SIEM Solution meets the City’s requirements and implementation needs. The City expects to evaluate on-premise SIEM Solutions, Cloud Service (SaaS) SIEM Solutions and Managed Detection and Response (MDR) SIEM solutions. The City prefers an on-premise solution, but is open to SaaS or MDR options. At the City’s sole discretion, the City may or may not award a contract from this RFP process.

MINIMUM QUALIFICATIONS

- Firm
 - Previous experience as a commercial provider for an SIEM Solution.
 - Professional services experience in implementing the SIEM Solution.
- Project Manager

- Previous professional services experience implementing a similar sized SIEM Solution for a City similar in size to Kirkland within the last 3 years.
- Solution
 - The SIEM Solution must ensure single sign-on with Active Directory or Azure Active Directory.
 - The SIEM Solution must ensure that the City's data is not hosted offshore or transmitted unencrypted.

SCOPE

The scope includes the SIEM Solution and professional services for implementation assistance. The City has limited funding and expects using the SIEM Solution out of the box with minimal configuration and customization. The City is planning on providing an implementation manager and a technical lead. Other City staff may be utilized as needed. The implementation assistance includes guidance and knowledge transfer using out of the box configuration, templates, workflows, and APIs. Further, the City expects the commercial provider to provide overall guided assistance, configuration (including, but not limited to altering, reporting and dashboards), training, readiness, production launch support, focused 30-day stabilization, and ongoing service/support for the SIEM Solution. The City expects to prepare the IT staff for the change. The approach is to deploy minimum viable operational capacity and iterate improvements after production launches. The City expects professional services assistance to be remote using online methods.

Out of Scope for Commercial Provider

- Traditional project management.
- API, export, or import customization to SIEM Solution.
- Extensive customization to SIEM Solution.
- Low priority or requirements not approved.
- IT business processes, customized business rules, standard operating procedure documentation, service level agreement documentation, or the City's performance metrics.
- Onsite presence or travel expenses.

In Scope for Commercial Provider

- Overall implementation consultation and guidance.
- General Configuration and Knowledge Transfer.
- Single Sign On (SSO) with the City's Active Directory Configuration or Azure Active Directory.
- Functional Configuration (based on Appendix A requirements) and Knowledge Transfer.
- Reporting, dashboards, and Configuration and Knowledge Transfer.
- SIEM Solution Orientation/Overview, Online Help, and Training.
- Guides, formats and consultation for preparation for configuration or API.
- Collect all appropriate data from the City's technical infrastructure, and setup and configure normalizing, analysis, alerting and dashboards.
- Support plan with thirty (30) day stabilization period with daily minor configuration corrections.
- Performance testing of SIEM Solution including the City's setup, configuration, alerting and dashboards.

- Responsible for readiness, transition, production launch and handover to support.

BUDGET AND TIMELINE

- The proposer should propose what scope is possible with the overall first year budget and shall not exceed \$80K.
 - Recurring subscription fees or annual maintenance fees for the SIEM Solution use with initial term after contract execution followed by recurring annual terms.
 - Professional services assistance for implementation during the first year after contract execution.

EVALUATION PROCESS AND SELECTION OF PROPOSALS

Proposals are evaluated for the SIEM Solution based on the SIEM solution's ability to meet the City's requirements response in Appendix A. If the City chooses to include orals (interviews and demonstrations), the evaluation is further based on the SIEM Solution demonstration, which shall be unscripted.

Proposals are evaluated for professional services based on both the firm and individual team member's experience and expertise on similar projects. Further, the team/firm's capacity (personnel and other resources) to complete the project within the proposed schedule. Factors considered in the evaluation of the Scope submitted include:

1. Responsiveness of the written proposal to the purpose and scope;
2. Qualifications of key individuals in terms of what personnel will be committed to this project and what their qualifications are in implementing the SIEM solution;
3. Cost/Budget;
4. Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work;
5. Orals (if conducted).

The City selects based on the evaluation of the written proposals and orals. The City may elect to interview some or all proposers. The City reserves the right to select based only on the evaluation of the written proposals. Written proposals and orals will be evaluated based on the following criteria:

- SIEM Solution Requirements and Agreement Suitability – 30%
- Implementation Methodology Plan – 25%
- Price – 25%
- References and professional expertise – 20%

A selection committee will evaluate each submitted written proposal and each oral session (if necessary), to determine the proposal that is most advantageous to the City based on the evaluation process and evaluation criteria outlined in this RFP. Should the City decide to contract, the contract award is to the highest ranked proposer.

The contract shall be firm/fixed based on the deliverables of each phase. A cost proposal is required as part of the submission. During the final selection process, the City will discuss available

project funds and a firm scope of work that will obtain the City’s objectives within the funds available.

SUBMISSION CRITERIA

All proposals must include the following items as related to the scope of this RFP:

1. Submit your firm’s size, total revenue, background and experience.
2. Submit individual team member resumes.
3. Submit three (3) professional references.
4. Complete the requirements response in Appendix A.
5. Submit implementation methodology and plan for the phases in the scope section. Provide improvements to the phased approach as your firm would implement.
6. Provide a cost proposal based on the implementation methodology and deliverables in a firm/fixed format.

	Year 1	Year 2	Year 3
Select one or more solutions for pricing			
On-Premise Solution	\$	\$	\$
Cloud Service Subscription	\$	\$	\$
Managed Detection and Response Solution	\$	\$	\$
Professional Services			
Implementation Assistance	\$	\$	\$

7. Provide your firms licensing/subscription agreement(s).
8. Provide your recommended statement of work for professional services assistance using the proposed methodology and with clearly defined responsibilities.

SUBMISSION INSTRUCTIONS

Proposals must be received by no later than **5:00 pm PDT on February 18, 2021**. We encourage that proposals be submitted by email. Emailed proposals should include “Proposal-Job #05-21-IT” in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in 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 #05-21-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, City Response **Security Incident and Event Management (SIEM) Solution and Professional Services for Implementation**. The supplier's name and address must be clearly indicated on the envelope.

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required or desired. Emphasis should be on completeness and clarity of content. Use recycled paper for responses and any printed or photocopied material created pursuant to a contract with the City whenever practicable. Use both sides of the paper for any submittal to the City whenever practicable.

Submittal Deadlines

January 25, 2021	Release RFP
February 5, 2021	Proposer questions due
February 12, 2021	Answers to RFP questions posted on website
February 12, 2021	Signed NDA due
February 18, 2021	Proposals Due by 5:00 PM PDT
If the City decides to proceed: March 12, 2021	Notify proposers of orals
Week of March 29, 2021	Orals (remote)
If the City decides to proceed: April 12, 2021	Notify selected proposer

Questions

Upon release of this RFP, all proposer communications concerning the RFP should be directed to the City's RFP Coordinator listed below via email. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City's RFP Coordinator for this project is:

Name: Greg Piland
Address: City of Kirkland, Finance and Administration
123 5th Avenue, Kirkland, Washington 98033
E-mail: gpiland@kirklandwa.gov

TERMS AND CONDITIONS

1. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
2. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
3. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
4. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see Attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
5. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RPQ.
6. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
7. All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Washington Public Records Act (RCW 42.56.270)
8. The selected proposer will be required to obtain a City business license.
9. The firm and all applicable personnel must be legally qualified in the State of Washington (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.
10. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
11. Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts,

provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

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



PROFESSIONAL SERVICES AGREEMENT

**Security Incident and Event Management (SIEM) Solution and Professional Services for Implementation
PSA 6/30/2020**

Attachment A

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

In consideration of the mutual benefits and conditions set forth below, the parties agree 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 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 or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary

responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement 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 agreement or whether any certificate of insurance

furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

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: _____



NONDISCLOSURE AGREEMENT

Attachment B

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 20__, 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 for the Security Incident and Event Management (SIEM) Solution and Professional Services for 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, 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, 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: _____

Attachment C – Network Diagram

Attachment withheld pending execution of the Nondisclosure Agreement (Attachment B).

Appendix A

Requirements

The City has documented its requirements for the SIEM solution. The City desires a right-sized solution and will establish a priority based on responses. **Please complete a response for each requirement in the spreadsheet associated with this RFP called “RFP SIEM Requirements”.** Each requirement has the following attributes:

Column	Meaning																		
Requirement Category	<p>The category organizes the requirements at the highest level. The City desires an understanding on your firm’s capabilities across all the requirement categories whether in scope for implementation or not.</p> <table border="1"> <thead> <tr> <th>Requirement Category</th> </tr> </thead> <tbody> <tr> <td>00-Technology Features</td> </tr> <tr> <td>01-Architecture</td> </tr> <tr> <td>02-Support</td> </tr> </tbody> </table>	Requirement Category	00-Technology Features	01-Architecture	02-Support														
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Requirement Status	<p>The status indicates the review team’s approval. Requirements not approved by the City were removed, so there may be missing numbers in the ID column (column D). All the requirements are approved by the City team.</p> <table border="1"> <thead> <tr> <th>Requirement Status</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>01-Drafted</td> <td>Requirement drafted</td> </tr> <tr> <td>02-Approved</td> <td>Requirement approved.</td> </tr> </tbody> </table>	Requirement Status	Description	01-Drafted	Requirement drafted	02-Approved	Requirement approved.												
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Priority	<p>The priority provides the material needed for trade-offs and decision making. Please complete the response even though the priority is a 03-Dream or 04-Out of Scope for the City’s knowledge of the Service Provider’s offering.</p> <table border="1"> <thead> <tr> <th>Priority</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>01-Must Have</td> <td>Evaluated as pass/fail.</td> </tr> <tr> <td>02-Nice to Have</td> <td>Important, but not mandatory</td> </tr> <tr> <td>03-Dream</td> <td>Future desire.</td> </tr> <tr> <td>04-Out of Scope</td> <td>Deemed out of scope.</td> </tr> </tbody> </table>	Priority	Description	01-Must Have	Evaluated as pass/fail.	02-Nice to Have	Important, but not mandatory	03-Dream	Future desire.	04-Out of Scope	Deemed out of scope.								
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	User Manuals	
	Implementation Support	
	Training	
	Software Updates	
	Technical Documentation	
	Performance monitoring (if applicable)	
	Implementation & Configuration	
	On-going Operations	

Response and Instructions

The response columns are I through N.

- Column I (“Response”)
 - Complete a brief description indicating how the Service Provider’s solution meets the requirement.
 - If the requirement is met by custom development, note the impact to support and Version Updates.
- Columns J thru M (“How the Requirement is Met”)
 - Place an X in accordance with the definitions below. Put one single X for each requirement. If the requirement is both Current Capability or Configurable Item AND Custom, explain in column I.
 - Mark an X for every requirement unless marked ‘ignore’.
 - If there is no X indicated for the requirement, the City will assume ‘Not Available’.

Response Option	Definition
Column J: 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 and is included in the cost of the base package.
Column K: Future Release	Requirement will be met by a future release of the product and is included in the cost of the base package (if not please indicate in the Response column).
Column L: Custom Development	Requirement will be met by packaged software currently under development, in beta test, or not yet released. This is an additional cost.
Column M: Not Available	Requirement cannot be provided either as part of the baseline solution or as a future enhancement.

- Column N (“Indicate Module or Product Offering Associated to Requirement and Pricing.”)
 - Indicate the module or product used to meet the requirement.
 - Ensure the module or product used to meet the requirement is included in the pricing.