City of Kirkland
Request for Proposal

Downtown Parking Sensor Technologies Selection

Job # 61-22-PW

Issue Date: December 21, 2022
Due Date: January 20, 2023—4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

**Downtown Parking Sensor Technologies Selection
Job # 61-22-PW**

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **4:00 p.m. January 20 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at
http://www.kirklandwa.gov/. 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".

The City of Kirkland reserves the right to reject any full or partial proposals and/or 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.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, 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 December 21, 2022

Jay Gewin
Purchasing Agent
425-587-3123
City of Kirkland

Published in the Daily Journal of Commerce – December 21 and December 28, 2022

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Chapter I: General RFP Information

OBJECTIVES OF THIS RFP

The purpose of this RFP is to solicit proposals from solution supplier(s) who can demonstrate that they possess the organizational and technical capabilities to provide a Parking Sensor Technologies solution that meets the City of Kirkland, Washington ("the City")'s needs and schedule outlined in this RFP. The primary project objectives are:

- To collect robust parking usage data to better support downtown parking management including a pay parking program to ensure convenient, economical, and equitable access to downtown parking for residents and visitors.
- To communicate the real-time data to a hosted parking management system for data processing and visualization.

The City will consider proposals from a single supplier or from multiple suppliers working as a team. In the event multiple suppliers submit a proposal together, the City expects that there will be one prime supplier who will be responsible for the whole project and for coordinating the work of the other suppliers. The City seeks to find the best overall solution to the City of Kirkland for this investment.

BACKGROUND

THE CITY OF KIRKLAND
The City of Kirkland, Washington is located on the eastern shore of Lake Washington and is approximately 10 miles east of downtown Seattle. It has a population of 93,570 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 is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

The City has been a regional commerce center as well as a popular destination for recreation and the arts. The City of Kirkland aspires to be an equitable, inclusive, and innovative city, while providing reliable and efficient city services. A full community profile can be found at www.kirklandwa.gov.

DOWNTOWN KIRKLAND PARKING PROGRAM
Downtown Kirkland City-owned public parking consists of on-street parking, and off-street parking at several city-owned surface lots (Lakeshore Plaza Lot at Marina Park, Lake & Central Lot, and Wester Lot near City Hall) and one municipal garage. The on-street and municipal garage parking facilities are free of charge and time limited. The City does charge $1.00 per hour at both the Lakeshore Plaza and Lake & Central parking lots between 9AM and 9PM, Monday through Saturday. The Municipal garage contains three different zones of parking:

library only parking at the surface level, hourly restricted public parking, and permit only parking between 9AM and 5PM, Monday through Saturday. The garage also closes at midnight daily. The Wester Lot is reserved for permitted downtown employees between 9AM and 5PM, Monday through Saturday. All permitted areas are available to the general public outside of the permit only hours.

Additionally, the City provides free off-street parking at several waterfront parks, at the Senior Center and Performing Arts Center. A detailed map and other existing downtown parking information can be found at the City's [downtown parking information site](#).

EXISTING DOWNTOWN PARKING TECHNOLOGIES
The existing downtown parking technologies include:
1. **Paystations in Two Pay Parking Lots:** The parking lots with parking fees are equipped with Flowbird Paystations which are currently unable to integrate with the parking enforcement handheld equipment or mobile payment options. The current Paystations use a pay-and-display method of paid parking.
2. **Mobile Pay Parking Solution**: The City uses PayByPhone to provide mobile payment options for our paid parking lots. Due to our inability to connect the handheld equipment with any mobile payment options, the Parking Enforcement Officers (PEOs) currently carry an additional mobile device to be able to review mobile payment purchases.
3. **Parking Ticket Handheld Equipment:** The PEOs currently use Schweers parking ticket handheld equipment. Parking tickets created on the Schweers handhelds are integrated with the Administrative Office of the Courts Judicial Information System (JIS) to reduce ticket data-entry.
4. **Parking Enforcement License Plate Reader System:** The PEO vehicles are equipped with Genetec License Plate Reader (LPR) software. The LPR system employs a camera and GPS technology to record vehicle license plates, location, length of time in parking space and license plate lists for permitted vehicles.

KIRKLAND COMPUTING/NETWORK ENVIRONMENT
The City computing environment is hybrid (on-premise and Cloud-based). Most of the City information systems/applications are hosted in Azure Government Cloud with some exceptions such as the city's Intelligent Transportation System (ITS), which is on-premise. The Network is a managed TCP/IP-switched Ethernet architecture with fiber connectivity between geographically dispersed locations. Our telephone system is a Cisco VoIP solution in the On-Premise Virtual Infrastructure (HCI) environment. The City's standard network operating system is Windows Server 2016/2019 and Windows 10 at the Desktop.

The City of Kirkland also maintains a wireless network. The wireless network is a CISCO/Meraki solution consisting of Indoor and Outdoor access points. The City maintains coverage in all city buildings, downtown Kirkland and some parks.

SCOPE OF WORK

The City is seeking a solution supplier or a supplier team ("the Vendor") to implement the following solutions that will meet the City's core requirements and schedule outlined in this RFP.

The overall solutions must include:

A. Parking Sensors

This project includes the deployment of parking sensors to monitor 256 on-street parking spaces, 174 stalls in surface lots, and 42 stalls in the waterfront parks lots within the greater downtown Kirkland area, with a total of up to 500 parking sensors, see Exhibit A Downtown Kirkland Parking Sensor Technologies Project Area Map. The proposal should note installation requirements.

All parking sensors must be fully deployed and ready to collect and report parking usage data for the project area no later than June 15, 2023. The Vendor may provide a price for the installation, repair, operation, and maintenance of those Parking Sensors as part of this project. Please indicate if you are not able to provide installation as part of your proposal. The additional Parking Sensor requirements are included in Chapter II: Required Proposal Response Form 5 - Functional Requirement in this RFP.

B. Communications Network

The City desires a dedicated parking sensor communications network for this project. The proposed communications network must allow the City to collect parking sensor data in the field and communicate the real-time data to a hosted parking management system for data processing and visualization. The City will provide a "No Fee Encroachment Permit" to the Vendor to install and maintain the proposed communications network and sensors for this project.

The Vendor must include detailed information on the proposed communications network including equipment computer processing power, sensor element limits, sensor communication latency[1], and cloud connection requirements.

If internet access is required, the City's Public Wi-Fi provider is CISCO/Meraki solution. The Vendor will be required to work directly with CISCO to build a business relationship for use of the Public Wi-Fi network.

The communications network must be fully functional no later than June 15, 2023. The additional communications network requirements are included in Chapter II: Required Proposal Response Form 5 - Functional Requirement in this RFP. The Vendor may provide a price for the installation, repair, operation, and maintenance of the proposed communications network as part of this project. Please indicate if you are not able to provide installation as part of your proposal.

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[1] Sensor latency is defined as the time in between a parking status change in the field to the time that the Vendor's hosted parking management system receives a notification regarding status change from the sensor, including time to transmit that status change through the field communications network equipment.

C. Hosted Parking Sensor Management System

The proposed solution must include a cloud-based hosted Parking Sensor Management System that receives parking sensor data through the proposed communications network for a maximum latency of 60-seconds total for a field-to-cloud hosted system trip.

The hosted Parking Sensor Management System must be configured and able to track, analyze, report, and export parking usage data such as occupancies, turnover, and average duration no later than June 15, 2023. The additional Parking Sensor Management System requirements are included in Chapter II: Required Proposal Response Form 5 - Functional Requirement in this RFP.

Following installation, the City will collect parking usage data on a 24/7 basis for a six month period to better understand parking patterns in the downtown project area. The initial data collection period is from July 1, 2023 to December 31, 2023. The initial data collection period may be extended as needed.

The City requires the Vendor to make any parking data collected as part of this project available at no fee to existing and future partners in efforts to expand use of the parking data to build other applications.

D. Application Programming Interface (API) Integration:

The proposed hosted Parking Sensor Management System solution must have a secure open API to support integration with the City's new online Parking API and Management platform. The additional API related requirements are included in Chapter II: Required Proposal Response Form 5 - Functional Requirement in this RFP.

E. Project Phases:

The City expects to complete this project in two phases:

Phase 1: Solution Deployment for the Project Area (must complete by June 15, 2023):
This phase will include a demonstration deployment of approximately 10% of parking space sensors (up to 50 sensors) in the selected parking stalls and the remaining (90%) parking space sensors deployment after the successful completion of the demonstration deployment.

The demonstration deployment will allow the Vendor to calibrate its sensors and communications network before full deployment. The Vendor must be able to demonstrate to the City through its hosted Parking Sensor Management System of how the system performs including parking usage data collected, speed, and reporting. The Vendor must be able to complete the demonstration system deployment, calibration and communicate performance requirements within one (1) month of Notice to Proceed authorization (March 15th).

If the demonstration deployment fails to meet performance requirements of the City, the Vendor shall remove the demonstration system and all equipment at the Vendor's cost and the Vendor's contract will be terminated. No collection of up-front sensor and communications equipment costs for the demonstration deployment of the project by the Vendor will be permitted as part of this project.

Upon the successful completion of the demonstration deployment, the Vendor will receive written authorization to proceed with full deployment of the remaining sensors up to 500 parking spaces in the project Area. The Vendor must complete full deployment within two (2) months of successful completion of the demonstration deployment.

Phase 2: 6-Month Parking Usage Data Collection and Reporting (must cover the period of July 1, 2023 to December 31, 2023):
In this phase, the Vendor will support the City to
- Collect 6-months parking usage data such as occupancies, turnover, and average duration from July 1, 2023 to December 31, 2023;
- Analyze data and generate parking usage reports to support the City's policy decisions;
- Complete dashboard configuration and create equipment maintenance alerts using proposed Parking Sensor Management System;
- Support integration of the Parking Sensor Management System with Kirkland's new online Parking API and Parking Management Platform;
- Perform knowledge transferring including:
  - Training for the hosted Parking Sensor Management System, and
  - System documentation, reports, and other related materials.

The City prefers a Vendor who has demonstrated experience in successfully implementing Parking Sensor Solutions for municipal government entities. Proposals must include specific project examples that demonstrate the Vendor's experience in deploying the specific elements of this project.

DELIVERABLES

Project deliverables will include (but may not be limited to):

- Products that meet the scope of work, requirements, and timelines outlined in the RFP;
- Detailed Network Diagram that identifies the location of all field equipment;
- Component Specifications for all field equipment and software components;
- GPS Position Data for all parking sensors;
- System Performance Report including latency test data on all new parking sensors and the overall communications network;
- Licensing, warranty and support contracts for all hardware and software components;
- Staff Training on hosted Parking Management System;
- Documents related to this project.

BUDGET AND TIMELINE

The overall first year budget range for the project scope as outlined in this RFP is $150K-$200K, including contingency (if needed).The City's expectation is that the selected Vendor will be able to meet the following hard milestone deadlines assuming Notice to Proceed on 3/15/2023.

HARD MILESTONES	DATE
Complete Phase 1 Solution Deployment for the Project Area	6/15/2023
Complete Phase 2 6-Month Parking Usage Data Collection and Reporting	7/1-12/31/2023

Additional services may be authorized by the City as needed.

CONTRACT REQUIREMENTS AND FEES

If the Vendor proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

Compliance with Law/City of Kirkland Business License:
- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

Insurance:
Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

PROPOSAL SUBMITTAL INSTRUCTIONS

Please note: The following general requirements are mandatory for all proposals. Paper or electronic copies of proposals will be accepted. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. **Proposals must be received by no later than 4:00 p.m. PST on January 20, 2023 (Pacific Time).**
2. Emailed proposals should include "Downtown Parking Sensor Technologies Selection – Job# 61-22-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. Please make sure you stay within page limit restrictions for each section of the forms within your proposal. Front and back is considered two pages.
5. If paper proposals are being submitted, they must consist of one original and five copies. The City must receive any paper submittal before 4:00 p.m. PST on January 20, 2023 and any delivery received after the deadline will be rejected. These can be mailed or delivered to:
   City of Kirkland
   ATTN: Purchasing staff – 61-22-PW
   123 5th Avenue
   Kirkland, WA 98033

6. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
7. Complete, sign and submit all RFP forms provided .
8. To be evaluated, a proposal must address all requirements and instructions contained within.
9. Provide all references and materials required by the RFP instructions within.

Electronic OR paper copies of the firm's proposal, in its entirety, must be received as specified above. The City will **not** accept facsimile.

No physical copy is required. Firms may choose to submit a physical copy in addition to an email copy, and if they choose to do so, the physical copy must arrive no later than 4:00 PM on the day that proposals are due and the electronic copy must still be emailed from the firm to the City at the address given above prior to the 4:00 pm PST deadline on January 20, 2023.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to the Project Manager, Kimberly Scrivner at KScrivner@kirklandwa.gov and cc the RFP Coordinator, Xiaoning Jiang at Xjiang@kirklandwa.gov and Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted before 5:00 PM PST on January 3, 2023.

SUBMITTAL DEADLINES

The procurement schedule for this project is as follows:

MILESTONE	DATE
Release RFP to Suppliers	12/21/2022
Questions (if any) Due - 5:00 PM PST	1/3/2023
Answers to RFP Questions Released	1/6/2023
Proposal Responses Due – 4:00 PM PST	1/20/2023
Evaluation Period – Vendor Interviews 2/6-2/10/23 (If Needed)	1/23 – 2/10/2023
Supplier Selection/ Contract Awarded	2/15/2023
Start of Construction (Notice to Proceed)	3/15/2023

SELECTION CRITERIA AND PROCESS

Proposals are evaluated for parking sensor technologies based on multiple factors such as the proposer's ability to meet the City's needs as described in the project scope, requirement form, the proposer's team members' experience and expertise on similar projects, and the proposer's capacity to complete the project within the proposed schedule, as well as the cost.

General RFP Information

It is important that the responses be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal. If the City chooses to include interviews, the evaluation is further based on the demonstration, which shall be unscripted. 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 interviews (if conducted) will be evaluated based on the following evaluation criteria:

Evaluation Criteria:

ITEM	PERCENT
Cover Letter, Proposal Summary and Overall Proposal Quality	10%
Acceptance of Terms and Conditions	5%
General Supplier Information	10%
Functional Requirements	20%
Project Schedule and Implementation Plan	20%
Cost Proposal	20%
Qualification/Expertise of Key Staff and Successful Deployment Experience with Similar Projects	15%

Evaluation Process:

A selection committee will review all written proposals, select finalists, and may conduct interviews virtually prior to making the final selection of the Vendor based on the evaluation process and evaluation criteria outlined in this RFP. If the City decides the interview is necessary, the finalists will be invited to participate in an interview during the week of February 6, 2023.

The evaluators will consider the completeness of the proposal, how well the proposer complied with the response requirements, the number and nature of exceptions (if any) the proposer takes to the terms and conditions, the total cost, and how well the proposed solution meets the City's needs as outlined in this RFP.

As part of the evaluation, the City reserves the right to request additional information in order to do a thorough and objective evaluation of each Vendor's response. This evaluation includes but is not limited to doing customer reference checks, site visit, and reviewing any other information about the Vendor and its solution. The ideal Vendor shall have experience in successfully implementing the proposed solutions in local government agencies of similar size to Kirkland, and in larger agencies. Should the City decide to contract, the contract award is to the highest ranked proposer.

Contract

The contractor and the City will execute an Agreement for the Parking Sensor Technologies Selection project (see the sample agreement shown as Attachment A). The City will provide a separate Public Works contract if the Vendor is chosen to install the proposed product.

Terms and Conditions

A. The City reserves the right to reject any full or partial proposals and/or all proposals, and to waive minor irregularities in any proposal.

B. 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.

C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.

D. 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.

E. 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.

F. 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.

G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.

H. 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.

I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple

vendors if the scope of work would be best completed by multiple vendors and their associated experience.

COOPERATIVE PURCHASING

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.

PUBLIC DISCLOUSURE

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.

DBE PARTICIPATION

The City encourages Disadvantaged Business Enterprise (DBE) firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

FEDERAL DEBARMENT

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

Chapter II: Required Proposal Response Forms

Proposers must complete all the forms in this chapter and other requests for information described in this RFP. The following forms are included:

1) Cover Letter
2) Proposal Summary
3) Acceptance of Terms and Conditions
4) General Supplier Information
5) Solution Requirements Response
6) Project Schedule and Implementation Plan
7) Cost Proposal
8) Key Team Members' Qualifications
9) Customer References

In addition to the included forms, the Vendor must provide web links with temporary username and passwords to view system deployments, and data analytic capabilities.

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) Copy forms as necessary and paste them into a new file. Save the new file.
3) Complete all of the forms in your word processing and spreadsheet applications.
4) Delete instructions (verbiage contained in brackets) from each form.
5) When your proposal is finished, refer to the proposal submission instructions in this RFP.

Submission Format

Please create a Table of Contents with page numbers. The proposal must be submitted in the specific Form sequence noted above.

FORM 1: COVER LETTER

[**Instruction**: All proposals must include a cover letter signed by an official legally authorized to bind the proposer 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, business, phone number, email address, and name of principal in charge submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person 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 review and complete the following forms based on the instructions in each form:
    a. Attachment B: Non-Collusion Certificate
    b. Attachment C: Non-Disclosure Agreement
    c. Attachment D: IT Cloud Vendor Security Agreement]

FORM 2: PROPOSAL SUMMARY

[**Instruction**: Use this form to summarize your proposal and your team qualifications and skill sets using the RFP Scope of Work as a guide. Additionally, you may articulate why your firm is uniquely qualified to perform the work.

Your proposal summary is not to exceed **two** pages.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[**Instruction:** Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP. If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City to contract with a private supplier. All supplier representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THE 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: (Use additional pages if needed)

_____

General RFP Information

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

RFP EXCEPTIONS

	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				

FORM 4: GENERAL SUPPLIER INFORMATION

[**Instruction:** This form must be filled out for the proposing firm AND for any partner firms.

In no more than **two** pages, describe your company and the characteristics that set your company apart. Include the reasons you believe you have the relevant experience to do this specific work.]

Form 4 – General Supplier Information
Company 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. General Information	
▪ Year Founded	
▪ Private vs. Public (Listing Exchange and Listing Code)	
▪ Fiscal year end	
▪ Revenue: Current Year	
▪ Revenue: Prior Year	
▪ Parent Company (If separate)	

Chapter II: Required Proposal Response Forms

▪ Disclose any recent litigation (and outcomes) and litigation currently underway.	
4. # of Supplier Employees	
▪ Total Worldwide	
▪ Total in U.S.	
▪ # of full-time employees in: - Planning and implementation - Solution provider (hardware/software) - Technical support and training - Operation and maintenance ▪ - Other (note relevant staff):	
5. Relevant experience working with cities of our size. Briefly describe.	
6. 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: • Full details of all terminations for default • The other party's name, address and telephone • Your position on the matter	
7. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc. Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason) Please provide: • Full details of all such terminations • The other party's name, address and telephone • Your position on the matter	

FORM 5: FUNCTIONAL REQUIREMENTS

[**Instruction:** Form 5 includes the Functional Requirements to be evaluated in this RFP. This is not a comprehensive list of all of the City's requirements but includes the key requirements that will be used to evaluate the RFPs. Each item has been provided a ranking of R or N. A ranking of "R" indicates a feature is preferably Required and a ranking of "N" indicates the feature would be Nice to Have in a solution.

Vendors must provide a rating for every requirement item. If the requirement does not pertain to the proposal being submitted, enter "N/A" in the "Comments" column. If a description is noted for the requirement, please elaborate in the "Comments" column on how the required item is supported. Do not modify the format, font, numbering, etc. of this section.

    1)   Vendor Response

For each numbered line-item requirement, the vendor must indicate with an "X" in the Vendor Response column (Y, 3P, C, F, or N) according to the following legend:

Y	Fully supported by the current release of the product (hardware and/or software).
3P	Supported with third party products (i.e. hardware and/or software not directly owned or controlled by the vendor submitting the proposal).
C	Customization is required to meet the requirement. This causes additional upgrade work in order to implement new versions or upgrades.
F	Future functionality: Supported in the next release of the product.
N	Not supported.

    2)   If the vendor responds with 3P, C, or F, the vendor **must** provide additional information in the "Comments" column:

- For **"3P"**, the vendor must explain what third party product or service is required, any integration requirements, and the vendor's relationship with this third party.
- For **"C"**, the vendor must explain the nature and amount of customization required, and experience with the same or similar modifications.
- For **"F"**, the vendor must explain the functionality in the new release, the expected general availability release timing and provide surety that the functionality will be included.

The information must be completed and submitted in the format provided.]

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.
			Y	3P	C	F	N	
		Parking Sensors						
1	R	Must have a minimum 95% detection accuracy for on-street parking and surface lot usages including but not limited to parking occupancy, turnover, availability, and exceeding time limits						
2	R	Describe proposed sensor types (e.g. Magnetic, Light, etc.)						
3	R	Describe sensor battery and/or solar powered capabilities including battery life and battery replacement requirements						
4	R	Describe communications protocol used by the proposed sensors (i.e., LoRa, Zigbee, or proprietary protocols, etc.)						
5	R	Briefly describe system performance of proposed parking sensors						
6	R	72-hour sensor replacement timeframe (see additional support requirements)						
7	R	Include installation details for proposed parking sensors including placement preferences to ensure detection of oversized vehicles and motorcycles						
		Communications Network						
8	R	Describe requirements for communications equipment including clearance requirements from adjacent power supplies or buildings.						
9	R	Briefly describe proposed parking sensor communication networks						
10	R	Describe any internet connection requirements of each communications element						
11	R	Describe distance limitations between sensors and communications equipment and other limits						
12	R	Describe the power consumption requirements of the proposed communications networks						

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.
			Y	3P	C	F	N	
13	R	Describe computer processing power and data storage elements (if any) of all field equipment.						
14	R	Describe communications latency between the proposed parking sensors and the proposed Communications Network						
15	N	Describe the number of parking sensors per computing node along with integrated communications protocols for different sensors						
16	N	Options for the use of solar-powered equipment						
		Hosted Parking Management System						
17	R	Ability to report sensory detection status, accuracy, communication and maintenance functions of parking sensors						
18	R	Ability to identify parking spaces and their status such as occupancy, turnover, availability, and exceeding time limits						
19	R	Ability to use text messaging and email alert to notify maintenance needs such as low battery, failed parking sensors, or failed field communication equipment						
20	R	Ability to create parking usages reports for any given 6 months period.						
21	R	Ability to create parking trend reports by date/time with current and historical information						
22	R	Describe data query and analytics capabilities of proposed parking sensor management system						
23	R	Describe types of standard reports from the proposed parking sensor management system						
24	R	Briefly describe the monitoring features for supporting parking sensor and network equipment operations and maintenance						
25	R	The parking usage data must be easy to download/export, understand and manage						

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.
			Y	3P	C	F	N	
26	R	Configurable dashboard and "easy to use" interfaces for the City admin clients and users.						
27	R	The total latency of parking status change from the field to the cloud hosted parking system must be less than 60 seconds						
28	N	List any existing mobile or cloud-based application partners that can immediately help to disseminate parking usage data to the City.						
		Technical Requirements						
29	R	Has a secure open API for integration with other parking systems.						
30	R	Briefly describe your existing integration connectors.						
31	R	Please include a detailed literature on your API if applicable						
32	R	Please list any existing partners set to consume the new Kirkland parking sensory data including any existing fee-use agreements between the solution supplier partners if applicable						
33	R	Diagrams of communications network for typical implementation						
34	R	Provide ability to associate compliance requirements (PCI, HIPAA, CJIS, etc.)						
35	R	Ability to scale product offerings as the City's Parking needs expand						
36	N	Ability to provide single sign on (SSO) with Microsoft Azure Active Directory Federated Services token based authentication.						
37	N	Ability to provide import file for other systems such as Genetec LRP and camera systems for integration						
		Training						
38	R	Provide training to include user accounts and security management, system alerts, integration, analytics tools, dashboards, and data reporting.						

Chapter II: Required Proposal Response Forms

		Key Functional Criteria R = Required N = Nice to Have E = Explore	Vendor Response					Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.
			Y	3P	C	F	N	
		Customer Service Requirements & Support						
39	R	Describe your customer support matrix including SLAs for equipment and software maintenance, support and response times to ensure reliable performance						
40	R	Ability to provide field equipment and systems operation and maintenance						
41	R	Describe the frequency, policy, and cost of software upgrades and version releases, and the level of involvement from City staff						
42	R	Describe number of staff offering user support, ticketing system used and escalation process for bug reports, feature requests, security enhancement support.						
43	R	Briefly describe disaster planning and recovery						
44	N	Describe conference, community forums, knowledge base, etc if applicable						
45	N	Documentation sample of technical system references and help materials						

FORM 6: PROJECT SCHEDULE AND IMPLEMENTATION PLAN

[**Instruction:** Use this form to describe your implementation methodology and plan for the project which include, but not limited to,

1. Your recommended Statement of Work for professional services using the project scope outlined in this RFP as a guide.
2. A detailed list of proposed tasks/sub-tasks, staff assigned to the tasks, and deliverables; Provide improvements to the phased approach as your firm would implement.
3. A detailed project schedule (a Gantt chart) that showing beginning and end dates of all proposed tasks/sub-tasks and describe your team approach to meet the following hard milestone deadlines assuming Notice to Proceed on 3/15/2023.

HARD MILESTONES	DATE
Complete Demonstration System Deployment/Implementation	4/15/2023
Complete Deployment/Implementation for the Project Area	6/15/2023
6-Month Parking Usage Data Collection	7/1-12/31/2023

In addition, please submit an outline of all required hardware/software and cutsheets of all field equipment (sensors, communications network devices, etc.) with your proposal.

This description should not be more than **15 pages** for this RFP.]

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FORM 7: PRICE PROPOSAL

[**Instruction:** The cost proposal includes 1. Hardware/Equipment Deployment Cost; 2. Hosted Parking Sensor Management System Cost; and 3. Grant Total of 1st Year Cost and Anticipated Annual On-Going Operations and Maintenance Costs. Please include all applicable taxes.]

1. HARDWARE/EQUIPMENT DEPLOYMENT AND MONTLY OPERATION AND MAINTENANCE COST:

Item	Description	Quantity		Unit Cost, $		Total, $
1	**Parking Sensor** Quantity Estimate: 500	500	X	_____ Each	=	_____ Total
2	**Communications Network Hardware** Proposed Solutions (Check One Only): ☐ Proprietary Network is specific to proposed sensor ☐ Other: Please specify -			_____ Lump Sum	=	_____ Total
3	**Parking Sensor Installation** Quantity Estimate: 500	500	X	_____ Each	=	Total
4	**Communications Network Installation** Identify the installation cost for the proposed network equipment			_____ Lump Sum	=	Total
5	**Ongoing Monthly Operations per Parking Sensor** List the cost per month per sensor in the Unit Cost.	500	x 12 x Mos.	_____ Ea/Month	=	Total
6	**Ongoing monthly Maintenance** List the cost per month to inspect and maintain the parking sensor network. Show the monthly cost per sensor in the Unit Cost.	500	x 12 x Mos.	_____ Ea/Month	=	Total

2. HOSTED SOFTWARE IMPLEMENTATION COST:

HOSTED/SAAS SUBSCRIPTION	ANNUAL SUBSCRIPTION $	ASSUMPTIONS
Hosted Parking Sensor Management System		
Other: (Describe)		
Sub-Total: Annual Subscription		

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IMPLEMENTATION	$	ASSUMPTIONS
Implementation		
Data Collection and Reporting		
Training		
Integration		
Other: (Describe)		
Sub-Total: Implementation		

Note: If your hosted pricing does not fit into the format above, present it in a format that fits your model, but please present it in a format that is easy for us to understand.

3. TOTAL ANNUAL HARDWARE/SOFTWARE COST:

ANNUAL OPERATION and MAINTENANCE SUPPORT	$	ASSUMPTIONS
Software		
Hardware		
Other: (Describe)		
Sub-Total: Maintenance & Support		
1st YEAR GRAND TOTAL: (1st YEAR SUBSCRIPTION, IMPLEMENTATION, OPERATION & MAINTENANCE)		
ANTICIPATED ON-GOING ANNUAL OPERATION & MAINTENANCE COST:		

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FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION

[**Instruction:** Complete the following table for each of the key project staff members. Please allow one page for each table. At a minimum, key staff must include your proposed project manager and key contributors to this project.]

FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION

Company Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Relevant technical skills and qualifications for the project position using the RFP Scope of Work as a guide.	

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FORM 9: CUSTOMER REFERENCES

[**Instruction:** Provide at least three references that are similar in size and requirements to our City, and that have implemented your parking sensors technologies in the last six years. At least two references are for government clients.]

FORM 7: CUSTOMER REFERENCES

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:	

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Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and Dates of Work:	Project Cost:
Other Comments:	

Exhibit A – Parking Sensor Technologies Project Area Map

PROJECT AREA:

The project area shown on the map below will include the on-street parking on key roadways within the downtown central business district, the two surface pay lots, and two additional waterfront park lots on Lake Washington Blvd. Please note that the Peter Kirk Municipal Garage parking is excluded from this project.

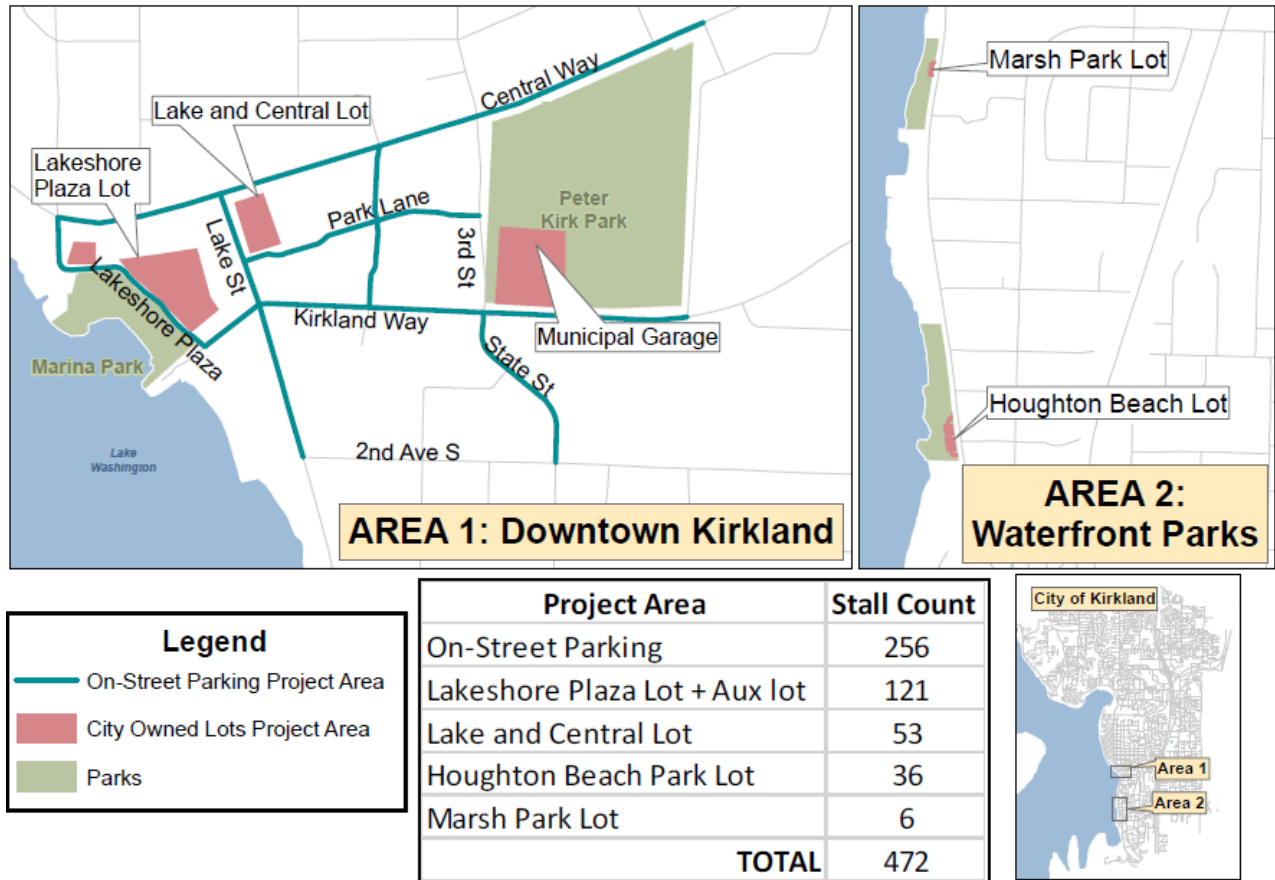| Project Area	Stall Count
On-Street Parking	256
Lakeshore Plaza Lot + Aux lot	121
Lake and Central Lot	53
Houghton Beach Park Lot	36
Marsh Park Lot	6
TOTAL	472

Figure 1. Parking Sensor Technologies Project Area Map

The detailed parking stall counts by street blocks and by surface lots as well as the existing high-level parking rules are listed below in the table 1: Stall Counts for the Parking Sensor Technologies Project.

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Off-Street Parking - Lots	Parking stall count (excluding loading zones)	High-Level Parking Rules
Lake and Central Lot	53	• Hourly restricted public parking 9am-9pm • $1 per hour
Lakeshore Plaza Lot (including the auxiliary lot)	121	• Hourly restricted public parking 9am-9pm • $1 per hour
Houghton Beach Park Lot	36	• Hourly restricted public parking 8am-10pm • Free of charge
Marsh Park Lot	6	• No restriction • Free of charge
TOTAL	**216**	
On-Street Parking Downtown:		
Lake St (btw Central & Kirkland Ave)	12	• Timed enforced parking • Free of charge
Lake St S (btw Kirkland Ave & 2nd Ave S)	22	
Main St (btw Central & Kirkland Ave)	30	
State St S (btw Kirkland Ave & 2nd St S)	26	
Kirkland Ave (btw Lakeshore Plz & Lake St)	27	
Kirkland Ave (btw Lake St & Main St)	18	
Kirkland Ave (btw Main St & 3rd St)	14	
Kirkland Ave (3rd St & Peter Kirk Ln)	17	
Park Lane (btw Lake St & Main St)	17	
Park Lane (btw Main St & 3rd St)	12	
Central Way (btw Market & 1st St)	16	
Central Way (btw 1st & Lake St)	5	
Central Way (btw Lake St & Main St)	19	
Central Way (btw Main St & 3rd St)	8	
Central Way (3rd St & Peter Kirk Ln)	9	
Lakeshore Plaza (Central Way & Boat Launch)	4	
TOTAL	**256**	

Table 1: Stall Counts for the Parking Sensor Technologies Project

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Attachment A: Professional Services Agreement

[INSTRUCTION: THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL VENDOR AND MAY BE REQUIRED FROM FINALISTS.]

PROFESSIONAL SERVICES AGREEMENT
PSA 6/30/2020

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 has 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. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

5. <u>Network Security (Cyber) and Privacy Insurance</u> shall include, but not be limited to, coverage, including defense, for the following losses or services: Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by or on behalf of the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

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

Lawfully insurable fines and penalties resulting or allegedly resulting from a Data breach.

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

For purposes of this insurance subsection, the terms Third Party and Data are defined in Section XI.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

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

3. <u>Professional Liability</u> insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $1,000,000 per claim, $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services

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.   SAFEGUARDING OF PERSONAL INFORMATION

Definitions. The following definitions shall have the assigned meaning for this section.

"Data" means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of

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any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Agreement as described in Attachment A, and includes City Data, End User Data, and Personal Information.

"Data Compromise" means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

"End User" means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Consultant under this Agreement.

"Third Party" means persons, corporations and entities other than Consultant, or any of their employees, contractors or agents.

The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding Data security and electronic Data interchange of Personal Information.

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

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

The Consultant and its sub-consultants and agents agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express, prior written consent of the City or as otherwise authorized by law.

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

The Consultant shall make the Personal Information available to amend as directed by the City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors and agents. Consultant shall certify its destruction

after ninety (90) calendar days and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify the City in writing immediately upon becoming aware of any unauthorized access, use, or disclosure of Personal Information. Consultant shall take necessary steps to mitigate any harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the City. Any breach of this clause may result in immediate termination of the Agreement by the City and the demand for return of all Personal Information.

Consultant agrees that prior to the Effective Date of this Agreement, Consultant will, at its expense, conduct or have conducted within the last 12 months, the following, and thereafter, Consultant will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:

A PCI, SOC 2 or other mutually agreed upon audit of Consultant's security policies, procedures and controls;

A vulnerability scan, performed by a Third Party scanner, of Consultant's systems and facilities that are used in any way to deliver services under this Agreement as described in Attachment A; and,

A formal penetration test, performed by a process and qualified personnel, of Consultant's systems and facilities that are used in any way to deliver services under this Agreement as described in Attachment A.

The same will be evidenced by providing the City a copy of the Successful Audit Letter and a Scope of Audit Document (outlining what is included in the audit). Audit Report will not include "private" information, defined as proprietary environment/infrastructure detail not specific to systems that process or transmit City Data.

Consultant to comply with PII (Personally Identifiable Information) or SPI (Sensitive Personal Information) by signing Attachment D 'IT Cloud Vendor Security Agreement' agreeing to follow security best practices.

XII. 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.

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XIII. FUTURE SUPPORT

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

XIV.   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.

XV.   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.

XVI.   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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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:

Signature: _____   Signature: _____

Printed Name: _____   Printed Name: _____

                                               (Type City Staff Name)

Title: _____   Title: _____

Date: _____   Date: _____

ATTACHMENTS

Attachment B: Non-Collusion Certificate

[INSTRUCTION: PLEASE COMPLETE AND SIGN THIS AGREEMENT AS PART OF YOUR RFP RESPONSE]

NON-COLLUSION CERTIFICATE

STATE OF —————————————)

                                          ss.

COUNTY OF —————————————)

The undersigned, being duly sworn, deposes and says 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 and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

Parking Sensor Technologies

——

—————————————————————————————————

                         (Name of Firm)

By: ——————————————————————

                    (Authorized Signature)

Title ————————————————————————

Sworn to before me this———— day of ————————,———— .

Notary Public

CORPORATE SEAL:

ATTACHMENTS

Attachment C: Non-Disclosure Agreement

[THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL PROPOSER AND MAY BE REQUIRED FROM FINALISTS.]

NON-DISCLOSURE AGREEMENT

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

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <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.

ATTACHMENTS

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:_____

ATTACHMENTS

Attachment D: IT Cloud Vendor Security Agreement

[THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL PROPOSER AND MAY BE REQUIRED FROM FINALISTS.]

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 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.

ATTACHMENTS

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 SOC2 and 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 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 enabled 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).

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

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.	City of Kirkland
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date