



# **City of Kirkland**

## **Request for Proposals**

### **Daytime, After-Hours and Continuity of Service Dispatch Services**

**Job Number 27-26-PW**

**Issue Date: July 8, 2026**  
**Due Date: July 31, 2026 – 4:00 PM PDT**

## REQUEST FOR PROPOSALS

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

### **Daytime, After-Hours and Continuity of Service Dispatch Services Job# 27-26-PW**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **4:00 p.m. PDT July 31, 2026 will not be considered.**

A copy of this Request for Proposals (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 "Doing Business with the City" and look under the "Opportunities" tab.

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers 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 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 7<sup>th</sup> Day of July, 2026.**

Jacinda Guild  
Purchasing Agent  
425-587-3123

**Published in the Daily Journal of Commerce – July 8<sup>th</sup> and July 15<sup>th</sup> of 2026**

## **City Background Information**

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. 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.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current population is 97,850 and Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

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.

## **Purpose of Request**

The objective of this Request for Proposal (RFP) is to solicit proposals to provide the City of Kirkland Public Works Department (the City) with the following services: Daytime, After-Hours and Continuity of Service Dispatch Services.

The City of Kirkland requires a dispatch service to answer a dedicated daytime, after-hours and continuity-of-service phone line, utilizing specific protocol. This includes gathering information, logging calls, and contacting appropriate personnel via telephone, text and/or email in a timely manner. Dispatch services will be for emergency and non-emergency calls daytime, after-hours, weekends, holidays and during inclement weather when City buildings are closed. These calls may include, but are not limited to, situations such as water main breaks, sewer backups, flooding, roadway hazards, or building and fleet emergencies. The City receives between 500 and 3,000 calls annually for these services (plus non-emergency utility locates).

All interested proposers are required to submit proposals in accordance with the conditions and dates outlined in this RFP. The City expects to develop a long-term, collaborative relationship with the selected vendor for this solution. The initial contract term will be for three (3) years, commencing on the date of execution, with the option to renew for successive one-year terms by mutual written agreement of the parties. The total term of this contract, including all renewals, is not anticipated to exceed five (5) years.

## **Scope of Services**

### **REQUIRED TECHNICAL CAPABILITIES AND RESOURCES**

Contractors offering to provide this service must have the following technical capabilities and resources:

1. *Power Supply Backup:*

Vendor must have an alternative means to provide continuous operations during a power outage. This would include provisions that would maintain phone and computer operations, as well as maintain sufficient lighting for personnel to perform their duties.

2. *Integration with City's Maintenance Management System (Lucity aka Central Square Asset Management):*

Vendor's solution must have the capability to integrate with Lucity (the City's Maintenance Management System). Integration must include the ability to create service requests. Vendor's proposal shall include a description of how their solution pushes data to Lucity.

3. *Digital Electronic Data Transfer:*

Vendor's solution must have the capability to digitally transfer data. This is used to forward information to the on-call person's telephone, via text or e-mail. Vendor's proposal shall include a description of their answering capabilities utilizing Interactive Voice Response (IVR), as well as their ability to receive additional notes and photos from customers via text or through a web portal/mobile device application. In addition to the IVR capability, the contractor shall be able to provide their employees the training necessary (Red Flags, Open Records, and Cybersecurity) to protect the City's customer data. The contractor shall include their policy regarding the protection of their customer's data.

4. *Hold and Busy-Out Feature:*

Vendor's telephone system must have the capability to allow staff to place callers on hold while they contact on-duty personnel from a different phone line. Telephone system shall offer an alternate greeting, should operators be on another line when multiple calls come in. In addition, during bigger emergencies, such as a water main break, customers could receive a recording indicating that we are aware of the situation and appropriate personnel have been notified. This gives the caller the information they need, without having to sit on hold and wait.

5. *Phone Lines:*

Vendor's system must have at least two phone lines dedicated to the City of Kirkland. One incoming line available for customers, and the other line dedicated to on-call personnel. Calls should be answered by the third ring with *"Thank you for calling the City of Kirkland. Our hours are 6:30 A.M. to 3:00 P.M. Monday through Friday. If you have a Public Works emergency, please stay on the line. If you have a non-urgent Public Works request, you may visit [www.kirklandwa.gov](http://www.kirklandwa.gov) and enter a request through the Our Kirkland customer service portal. Your request will be reviewed during our regular business hours."*

6. *Call Groups:*

Vendor's solution must have the ability to create multiple "call groups," such that the City staff may use a one- button "push" to call/text multiple crews at any given time. The vendor's

solution must also have the ability to form a team based on skills such as capability to operate various specific equipment like a vactor, sweeper, bucket truck etc.

*7. Individual Customer Interaction:*

Vendor's solution must have the ability to interact with the individual customer calling in a problem, such as informing them who is responding to the call-out. Customer service is a high priority for the City. The Vendor must demonstrate exceptional customer service skills.

*8. TTY and TDD Capabilities:*

Vendor shall have teleprinter (TTY) or telecommunications devices for the deaf (TDD) capabilities in order to communicate with customers who are deaf, hard of hearing, or who have speech impairment.

*9. Hours of Operation:*

Service must be provided from 3:00 p.m. to 6:30 a.m. Monday through Friday, and 24 hours per day Saturdays, Sundays, and the following holidays, as well as during normal business hours 6:30 a.m. to 3:00 p.m. Monday through Friday:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving and the day after
- Christmas Eve
- Christmas
- New Year's Eve

Vendor shall be able to provide service outside the After-Hours Operation schedule listed above in emergency situations, during inclement weather, call-overflow situations, and when little or no advanced notification is given that the City is unable to do so.

*10. Staffing - Regular and Backup Operation Personnel:*

The call center must be located in the continental United States, have sufficient regular or trained back up personnel available to provide quick customer response during all hours of operation. Adequate response to incoming calls and relaying the calls to on-duty personnel will be the primary consideration in determining satisfactory performance of service.

Contractor's personnel shall conduct all work in a professional manner, even when dealing with residents, staff or other callers in high-stress situations.

*11. Call Types:*

Following are examples of the types of calls the call center may respond to:

- Drinking Water: no water pressure, water leaks, or water main breaks.
- Wastewater/Stormwater: storm flooding, missing manhole covers, or sewer backups.
- Transportation: stop signs down, traffic signals out, streetlight outages, snow and ice removal, traffic accident clean up, or blocked roadways.
- Facilities: unsecured buildings, plumbing or electrical issues at the jail.
- Fleet Operations: disabled City vehicles.
- Parks: trees down, playground equipment repair, restroom cleanup.
- Misc: emergency utility locates, general information, power outages.

- Emergency Personnel such as Police and Fire requesting Public Works response.

*12. Call Log and Reporting:*

All calls received by the call center shall be logged in a system that can be monitored by City staff at any time. Essential log information shall be date, time of call (Pacific Standard Time), name, address, return phone number, customer email, problem\service request, and response. The system must have the ability to collect detailed metrics, such as response time, number of instances an individual has responded to a call over a given time period, etc. The system must be set up so that the City can report on the type and quantity of calls received over any given period. The contactor shall include their document retention policy in the proposal.

*13. Method of Contact:*

The method of contact with on-call personnel will be by telephone. The vendor will make primary contact by texting the pertinent information (customer, name, address, phone number). Once initial contact has been made, record response in log.

*14. Concern/Complaint Resolution Process*

If the City or its customers express a concern or complaint regarding the manner in which their calls have been handled, the vendor shall have an issue resolution process in place in which to follow. That process shall be included in the proposal.

*15. Use of Sub-Consultants*

Vendor shall provide information about the sub-consultants that may be needed for this scope of work. The City will contract solely with the awarded contractor; therefore, sub-consultants remain the sole responsibility of the awarded contractor.

*16. Personnel Conduct*

The awarded Vendor shall be responsible for maintaining satisfactory standards of its employees' competency, conduct, courtesy, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The personal conduct of the Vendor and its staff has a direct impact on the quality of performance. Personnel will be dealing with elected and City officials, residents, staff or other callers in high stress situations. It is imperative the individuals assigned to provide these services possess good interpersonal and customer service skills. They should be comfortable and proficient in working with a diverse population. They should be skilled at de-escalating potential conflicts.

Unacceptable personal conduct/behavior by the Vendor, as defined, may result in immediate or early termination of the Agreement, as also defined. The City may request the awarded Vendor to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons: neglect of duty, disorderly conduct, use of abusive or offensive language, intimidation by words or actions, immoral conduct or any other criminal action, or working under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

*17. Customer Notifications*

Vendor service must be able to send mass notifications to impacted customers as identified on a map during emergencies and planned maintenance projects.

### *18. Manage Related Calls and Alerts Efficiently*

Vendor service efficiently manages large incidents by diverting related calls, coordinating response efforts, and informing customers with consistent messages and updates.

## **Proposal Submission and Evaluation**

To be considered for selection, please submit the following information:

### Letter of Introduction

- Briefly describe the business; and the name, address, e-mail, and phone number of the contact person as well as a summary of the understanding of the scope of services and overall approach to the scope of services.

### Services Understanding and Approach

- Identify critical elements of the scope of services and how your business would handle those elements to achieve a successful level of service. Describe the functionality of your business' system and confirm if/how it is able to integrate with the City's processes and software.

### Experience and Qualifications

- Identify team members by area of expertise (discipline) and include contact information (name, phone number, and email address).
- Describe the team's qualifications as they relate to the scope of services.
- Describe past performance in completing a similar scope of services for other public agencies.

### References

- Provide at least three (3) references who are current clients that may be contacted for verification of the proposer's experience and qualifications.

### Rate and Service Structure

- Please include a summary of fees charged for all services provided by your business. These should include all services described in the scope of work, along with the fees for any other related services provided by your business.

## **Proposal Submittal Instructions**

Please note: The following general requirements are mandatory for all proposals. 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. on July 31, 2026. (Pacific Time).**

2. We encourage proposals to be submitted by email. Emailed proposals should include, “Daytime, After-Hours and Continuity of Service Dispatch Services – Job # 27-26-PW” in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto: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. Maximum page count for proposals is 25 pages.
5. 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.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

**Contract Requirements and Fees**

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

1. Compliance with Law/City of Kirkland Business License
  - a. Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
  - b. The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.
2. Insurance
  - a. Contractor’s insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

**Tentative Schedule**

The following schedule contains major milestones and may be modified as a result of vendor qualification submittals and contract negotiations:

RFP Posted	July 8, 2026
RFP questions due in writing:	July 17, 2026, 4:00 p.m.
RFP questions posted with City responses:	July 22, 2026
RFP submittal due date:	July 31, 2026, 4:00 p.m.
Consultant Interviews (if needed):	Aug 10 - Aug 14, 2026 (estimate)
Consultant Selection:	August 24, 2026 (estimate)

**Selection Criteria**

The City will make a selection based on the evaluation of the proposals. The City may also conduct an interview process with scoring used to determine the selected proposer. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria and points:

<u>Proposal Section</u>	<u>Points</u>
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Scope of services approach	20
Functionality of vendor's system	30
Integration with City software	25
Expertise of assigned personnel	25
<b>Total</b>	<b>100</b>

**Selection Process**

A selection committee will review all proposals, select finalist(s) and may conduct interviews prior to making the final selection of the Contractor.

Prior to the commencement of work, the City and the selected Contractor will meet either virtually or in person to settle contract details. A notice to the Contractor of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the Contractor in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

**Questions**

Questions regarding the City's RFP process should be addressed to:

Jacinda Guild  
Purchasing Agent  
Email: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be submitted in writing no later than 4:00 p.m. PDT on July 17, 2026 to:

Van Sheth  
Management Analyst – Public Works  
Email: [vsheth@kirklandwa.gov](mailto:vsheth@kirklandwa.gov)

Responses to questions will be posted on the City's website on July 22, 2026 at the latest.

**Contract**

The Contractor and the City will execute a standard City of Kirkland Professional Services Agreement for the scope of work stated in this RFP, including all the requirements found in the sample agreement shown as Attachment A, as well as City of Kirkland's Vendor Network Access Agreement and IT Cloud Vendor Security Agreement, shown as Attachments B and C.

To enter into a Professional Services Agreement (contract) with the City of Kirkland, Contractor will need to provide a W9, proof of relevant insurance requirements on the contract, and obtain a Kirkland business license.

The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a Professional Services Agreement (see Attachment A), and any agreed

upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

### **Terms and Conditions**

- A. The City reserves the right to reject any and 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 General 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 of this RFP or the project in entirety 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.

## **Confidentiality of Submissions**

Confidentiality of Proposals is considered by Kirkland as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the State Public Disclosure Act, Chapter 42.17 RCW.

If a member of the public demands in writing to review portions of submissions which have been marked or identified as confidential, proprietary or business secrets, Kirkland will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice from Kirkland of a demand to review such portions of its proposal and provided Kirkland written notice of the actions, Kirkland may make such portions available for review and copying by the public as Kirkland deems necessary to comply with state law.

The proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing Kirkland for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments under RCW 42.17.340(3). By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

## **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 Contractor agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

## **Public Disclosure**

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 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](http://www.sam.gov) ).



## **PROFESSIONAL SERVICES AGREEMENT**

### **Daytime, After-Hours and Continuity of Service Dispatch Services**

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The City of Kirkland, Washington, a municipal corporation (“City”) and \_\_\_\_\_, whose address is \_\_\_\_\_ (“Consultant”), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

#### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement (“Services”), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.

#### **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. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the 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 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

#### **III. 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 the services, and shall coordinate all communications with the Consultant from the City.

#### **IV. DURATION**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_. For purposes of paying final invoices and finalizing services, this contract expires on \_\_\_\_\_.

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.

#### **V. 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, including Chapter 42.56 RCW.

The Consultant will, 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 six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

#### **VI. 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.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, subcontract, 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**

A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses

or suits (including reasonable attorney fees and costs), arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.

- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. 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 that may arise from or in connection with the performance of the work hereunder by the Consultant and/or 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 this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:

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

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

**B. 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 the Services with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

**C. Acceptability of Insurers**

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

**D. 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.

**E. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this 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.

**F. 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 local laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

**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 they are solely responsible for the payment of taxes applicable to the Services 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 them as a result of their status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Services. 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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

**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.

**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. However, notwithstanding the foregoing, the City consents to the

Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

**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. 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.

**XX. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

**XXI. DISPUTE RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

**XXII. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XXIII. EFFECTIVE DATE**

This Agreement shall be deemed effective on the last date signed below.

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: \_\_\_\_\_



## VENDOR NETWORK ACCESS AGREEMENT

## ATTACHMENT \_\_\_

This Agreement (“Agreement”) related to network access is made between the City of Kirkland, Washington, a municipal corporation (“City”) and \_\_\_\_\_, (“Vendor”), whose address is \_\_\_\_\_, and shall be effective upon the date last signed below.

WHEREAS, the Vendor requires access to the City’s network to perform certain pre-approved network operations services through separate contract, which may include product installation, updates, configuration, and troubleshooting; and;

WHEREAS, the Vendor will be provided a City network login account(s) for Authorized Employees<sup>1</sup> for pre-approved City work.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, and in support of those included within the separate contract between the City and the Vendor providing for the provision of such pre-approved City work, attached hereto as Attachment \_\_\_, the parties agree as follows:

1. The Vendor agrees that all Authorized Employees will abide by the City’s Technology Resource Usage Policy, Attachment \_\_\_ to this Agreement and the City’s Technology Security Policy, Attachment \_\_\_ to this Agreement.
2. The Vendor agrees that if an account is assigned to a single or multiple Authorized Employee(s), all those with access to this account are held accountable under this Agreement.
3. The Vendor agrees that all remote access will be monitored by the responsible City staff member for the duration of the Vendor login session unless other City-approved arrangements have been made.
4. The Vendor agrees that remote access into systems with City data is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g., VPN (using GlobalProtect), Microsoft Teams).
5. The Vendor agrees that they should only expect to be provided levels of access as required and appropriate for the assigned tasks, as determined by City staff.
6. The Vendor agrees that they must report all security incidents to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have user-id/password access to the City’s network, within 2 hours of identifying the security incident.
7. The Vendor agrees that, depending on the City systems and/or data they are working with, formal background checks may be required. This includes but is not limited to all systems that fall under the purview of the Criminal Justice Information Services (CJIS) policies.
8. The Vendor agrees that, except in the case of an approved security audit and with prior written permission from the City, the Vendor must not test, or

<sup>1</sup> “Authorized Employees” means the Vendor’s employees who need to access the City’s network to perform work (including, but not limited to product installation, updates, configuration, troubleshooting, etc.) requested by the City

compromise City computer or communication system security measures by any means, including but not limited to unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts. Such measures may be unlawful as well as serious violations of City policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without prior approval from the City, the Vendor is prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.

9. The City agrees that they will provide an IT point of contact for the Vendor. This point of contact will liaise with the Vendor to help ensure they are in compliance with these policies and respond to other issues that may arise related to remote access.
10. The City agrees to provide the Vendor with the required remote access to the City's network.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
City of Kirkland	Organization
_____	_____
Date	Date

## IT Cloud Vendor Security Agreement

This IT Cloud Vendor Security Agreement (“Security Agreement”) is entered into by and between the City of Kirkland, (“City”), and \_\_\_\_\_ (“Vendor”)

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

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

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

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

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

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

### Definitions:

**Personally Identifiable Information (PII), or Sensitive Personal Information (SPI):**

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

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

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

**Options:**

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

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

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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. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
  - b. Passwords must not be shared among vendor staff.
  - c. Vendors should not use the same passwords for city and personal needs.
  - d. Other password protected systems will comply with above network login password policy when technically possible.
11. Unless a second authentication requirement, such as a physical security key or biometric factor, is used in combination with the password, vendors shall abide by the following additional policies:
  - 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.
12. Vendors must report all security incidents 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.
13. 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.

- 14. Vendor's servers must be patched on a regular and timely basis with all security-related patches from application and infrastructure vendors.
- 15. 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).
- 16. Vendor must enable logging as follows:
  - a. Logs are enables for common third party applications
  - b. Logs are active by default
  - c. Logs are available for review by the City of Kirkland for up to one year
  - d. Logs are retained for up to one year

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

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):

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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
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City IT person responsible for contract and vendor management:

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

VENDOR NAME.
_____ Signature
_____ Printed Name
_____ Title
_____ Date

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